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First Name

e.g. John

Last Name

e.g. Smith

State

Any State

SEARCH

ABOUT INSTANT CHECKMATE

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The Power of Information at Your Fingertips!

At Instant Checkmate, our customers come first. Our goal is to provide you with the most useful, detailed and important information on just about anyone. We're continually listening to your feedback and working tirelessly each day to improve our data, technology, and website and services in general.

Whether researching [arrest records](#), [phone numbers](#), addresses, demographic data, census data, or a wide variety of other information, we help thousands of Americans find what they're looking for each and every day.

At Instant Checkmate we take pride in having responsive, helpful member care representatives who are enthusiastic about helping our customers make the most of their membership and tools.



Our Services



Criminal Records

Our [criminal record database](#) searches through hundreds of millions of National, State, and Local criminal databases to provide the most complete information possible.



Charitable Contributions

Instant Checkmate is a proud supporter of [Together We Bake](#), a nonprofit organization that provides workforce training and personal development programs for women in need of a second chance.



Sex Offender Database

All criminal reports include a map of all [registered sex offenders](#) in the specified area you are searching. You can view details and mugshots of nearby sex offenders.



Customer Testimonials

To learn more about providing a customer testimonial, call us at 800-222-8985 and select option 2 from the main menu.



Member Care

Have a question that isn't answered here?

Call our member care team at 1-800-222-8985 and select option 5.

Regular Hours: We're open 24 hours

Holiday Hours: 5am - 5pm PST

Website Feedback

Call an agent to suggest improvements to our website.

☎ 1-800-222-8985

Mailing Address

Instant Checkmate
4330 South Valley View Blvd, Suite 112
Las Vegas, NV 89103
support[at]instantcheckmate.com

Other Contacts

To get in touch with our partners or corporate office, please call:

☎ 1-800-222-8985

Get Started Now: Search for Someone You Know...

First Name

First Name

Last Name

Last Name

State

Any State



Q Search

Search Our Index of Common Last Names

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Questions and Member Care

800.222.8985

Regular Hours:

We're open 24/7
(Holiday hours may vary)



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ARREST RECORDS

Police Records, Court Documents, Contact Information and Much More!

START HERE - Try searching a friend, relative, celebrity, yourself, or someone else you might know...

First Name

e.g John

Last Name

e.g. Smith

State

Any State

SEARCH

 This connection is confirmed

[Home](#) > [Glossary](#) > [Arrest Records](#)

An arrest record is a piece of public data, accessible through the state or federal court system (depending on whether the individual is accused of a federal or state crime), that reveals an individual's suspected criminal activity. More specifically, an arrest record indicates when the individual was arrested, and the crime he or she was accused of. Although an arrest is not an indication of guilt, arrest records can still be used to learn about the type of accused offense.

Arrest records will show if the suspected act was

- Traffic related
- Violent
- Theft or robbery
- Drug and/or alcohol related
- Business related

Arrest Records vs. Criminal Conviction Records

It is important to know that an arrest is different than a conviction. There is some controversy surrounding the usage of arrest records due to the fact that an individual may have been arrested, but found completely innocent of a crime. An arrest does not necessarily mean that someone has committed a crime, just that they were suspected by a member of law enforcement. A conviction is the only [public record](#) that can be upheld as proof of criminal activity.

When someone has been arrested, it means they have been physically apprehended by an individual who has legally been granted powers of arrest, and deprived of certain liberties. In the U.S. a person can be arrested when there exists probable cause to believe that person has committed or been involved in a crime.

In the United States, individuals granted power of arrest include:

- **Federal Police** - This includes all officers who work for the Department of Justice. The FBI, DEA, and ATF are just a few branches under the umbrella of the DOJ. However, due to restrictions in the U.S. Constitution, federal officers may not exercise general policing powers. Their jurisdiction is restricted to foreign and interstate affairs.
- **State Police** - Most state governments have their own enforcement divisions with a separate investigation unit operating out of the Attorney General's office.

- **County Police** - The role and extent of power a county police department has varies a great deal from county to county.

Evolving The Freedom of Information Act

The Freedom of Information Act (FOIA) signed by President Lyndon B. Johnson began making federal government documents available to the public in 1966. The passage of this act was an attempt to increase the level of transparency within the federal government. After the FOIA was signed into law, several state governments followed suit, and passed their own Freedom of Information laws, securing public access to government records at the state level- including an individual's arrest records.

Public record transparency was strengthened again with the passing of **The Electronic Freedom of Information Act** in 1996. This act stated that all government agencies are required by statute to make certain types of records, created by the agency on or after November 1, 1996, available electronically. Agencies must also provide electronic reading rooms for citizens to use in order to increase public accessibility to records. The digitization of public records makes searching for an arrest record even easier. These two pieces of legislation allow citizens to access court records, including a person's arrest history.

Since the Freedom of Information Act as well as similar legislation from state governments were passed, arrest records have been available to the public. Although technically accessible, prior to the **Electronic Freedom of Information Act** in 1996, in order to view arrest records a person would have had to contact their local law enforcement agency, file a formal request for specific documents, and wait. Fortunately, the Internet has streamlined this process making the retrieval of public documents fast, efficient, and easy. Now anyone can view a complete list of arrest records for a particular county.

Arrest Records Overseas

In certain countries, arrest records are restricted to crimes that resulted in convictions. In other countries, an arrest record also contains arrests, charges dismissed, charges pending, and even charges of criminal activity where the person has been found innocent in a court of law.

Get Started Now: Search for Someone You Know...

First Name	Last Name	State	
<input type="text" value="First Name"/>	<input type="text" value="Last Name"/>	<input type="text" value="Any State"/>	<input type="button" value="Q Search"/>

Search Our Index of Common Last Names

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
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HOW TO UNSUBSCRIBE FROM INSTANT CHECKMATE

[Home](#) > [Cancel](#)

Instant Checkmate members can cancel their memberships at anytime, for any reason. If you'd like to end your Instant Checkmate subscription, simply choose one of our easy cancellation options below, and we'll process your request right away.

In order to [cancel your Instant Checkmate account](#), we'll need the following information from you:

1. **Your first and last name**
2. **Your Instant Checkmate username:** This is the email address you provided when you signed up for your membership

There Are Three Ways To [Cancel Your Instant Checkmate Account](#)

Once you've confirmed that you have the correct account information, you can cancel your membership in one of three easy ways: [on this page](#), [on the phone](#), or [by email](#).

Each option is outlined for you below.

1. Cancel By Phone:

Call [Instant Checkmate's customer service number](#) at **1-800-222-8985**. We are open **24 hours a day, 7 days a week**. A friendly member care representative is standing by to assist you!

2. Cancel On This Page

Fill out the "Cancellation Form," located to the right on this page. Then click "Cancel My Subscription." Your cancellation request will be sent to our member care team. You will receive a confirmation email as soon as your account has been canceled.

Please note that your membership **will not** be canceled immediately. Once our support team receives your request, your account will be canceled within **24 - 48 hours**. Please make sure that you provide us with the same name and email address you used to create your account. This allows us to process your request as quickly as possible.

3. Cancel By Email

Send an email to webcancellations@instantcheckmate.com. Please include your first and last name, and the email address you used to create your Instant Checkmate account. Within 24 hours of submitting your request, your cancellation will be completed by a member of our customer support team.

Next, Confirm Your Cancellation On Your Credit Card Statement

Instant Checkmate credit card charges will appear as CHKMATE\INSTANTCHECKMATE on your credit card statement. Charges may also appear as one of these:

Cancellation Form

Name:**Email:****Phone Number:****Comments:**[Cancel My Subscription](#)

statement change may also appear as one of these:

- *chkmate*instantcheckma*
- *chkmate*instant checkmate*
- *chkmate*instantcheckmate*
- *chkmate*instantche*
- *checkmate*instant checkmate*
- *chkmate*instant*
- *chkmate*instantcheckmat*
- *chkmate*phoneservices*
- *chkmate*instantcheck*
- *chkmate*instant checkmate*
- *checkmate*instant*

We're sorry to see you go! We're always looking for ways to improve our service, and we want your feedback. Get in touch anytime with us to let us know how we can better serve you.

Get Started Now: Search for Someone You Know...

First Name	Last Name	State	
<input type="text" value="First Name"/>	<input type="text" value="Last Name"/>	<input type="text" value="Any State"/>	<input type="button" value="Q Search"/>

Search Our Index of Common Last Names

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First Name

e.g. John

Last Name

e.g. Smith

State

Any State

SEARCH

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Products and Services

Learn which product or membership options are right for you.

Call Us Toll Free: **800-222-8985**



Member Care

Have a question that isn't answered here?

Call our member care team at 1-800-222-8985.

Trouble using the site?

Contact a member care representative who can walk you through performing a search.

Call Us Toll Free: **800-222-8985**

Email: support@instantcheckmate.com

Regular Hours: We're open 24/7



Media Inquiries

For media inquiries, please email us at :

[media\[at\]instantcheckmate.com](mailto:media[at]instantcheckmate.com)



Billing Inquiries

Questions about your membership plan? Contact a member services representative who can explain your membership plan.

Charges may appear as any of the following on your credit card statement:

CHKMATE*INSTANT CHECKMA
CHKMATE*INSTANT CHECKMATE
CHKMATE*INSTANTCHECKMATE
CHKMATE*INSTANTCHECKMA
CHKMATE*INSTANTCHECK
CHKMATE*INSTANTCHECKMAT
CHK MATE*INSTANT CHECKMATE
CHECKMATE*INSTANT CHECKMATE
CHKMATE*INSTANTCHECKMATE CA
CHKMATE*INSTANTCHE

Call Us Toll Free: **800-222-8985**



Communities

Keep up with the latest Instant Checkmate news on Facebook, Twitter, and other social media websites.


[Facebook](#)

[Twitter](#)

[Google+](#)

Website Feedback

Call an agent to suggest improvements to our website.

1-800-222-8985

Mailing Address

Instant Checkmate
4330 South Valley View Blvd, Suite 112
Las Vegas, NV 89103

Other Contacts

For any other inquiries, please call:

1-800-222-8985

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First Name

Last Name

Last Name

State

Any State

Q Search

Search Our Index of Common Last Names

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CRIMINAL RECORDS BY LOCATION

Police Records, Court Documents, Contact Information and Much More!

START HERE - Try searching a friend, relative, celebrity, yourself, or someone else you might know...

First Name

e.g John


Last Name

e.g. Smith

State

Any State

SEARCH

 This connection is confirmed

Home > Criminal Records Database

Criminal Records by Location

Every day, thousands of crimes take place across the country. Behind every crime that is committed, lies the criminal who is capable of striking again anytime, anywhere.

Personal criminal background checks are a great way to uncover a person's past arrest Records. They are a valuable resource, which allows citizens to better protect themselves and their families. Criminal background checks are informative, affordable, and easy to obtain.

With every background report we provide, we help you ensure the safety of loved ones, provide peace of mind or validate existing concerns, and often reveal vital information on your neighbors, friends, and potential partners.

If you're ready to check someone's background, start now. Otherwise, feel free to navigate through our comprehensive database by city, state, or zip code to locate potential criminals in your area.



Criminal Records by State

Alabama
Alaska
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
District Of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas

Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina

North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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Last Name

Last Name

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DIGITAL MILLENNIUM COPYRIGHT ACT

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THIS NOTICE IS SUBJECT TO MODIFICATION OR TERMINATION AT ANY TIME, WHETHER FOR CHANGES IN THE LAW OR AT THE CONVENIENCE OF InstantCheckmate.com, WITHOUT ADVANCE NOTICE. YOU MUST CHECK BACK FREQUENTLY TO ENSURE THAT YOU SEE A CORRECT, CURRENT VERSION OF THE NOTICE.

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act and other applicable intellectual property laws. Responses may include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating subscribers. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the owner or administrator of the affected site or content so that they may make a counter notification pursuant to sections 512(g)(2) and (3) of that Act. It is our policy to document all notices of alleged infringement on which we act.

Please refer to the following detailed instructions which must be followed to protect your rights under the Digital Millennium Copyright Act.

INFRINGEMENT NOTIFICATION

To file a notice of infringement with us, you must provide a written communication (by fax or regular mail -- not by email, except by prior agreement) that sets forth the items specified below. Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is infringing your copyrights. Accordingly, if you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney.

Your communication must include substantially all of the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identify in sufficient detail the location of copyrighted work that you believe has been infringed upon (for example, "The copyrighted work at issue is the text that appears on http://www.newco.com/uglytext_page.html") or other information sufficient to specify the copyrighted work being infringed. If multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- The following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law."
- The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

Send the written communication to:

Instant Checkmate
Attn: DMCA Complaints
4110 Mission Blvd, Ste 200
San Diego, CA 92109
Email: dmca@instantcheckmate.com

COUNTER NOTIFICATION

The administrator of an affected site or the provider of affected content may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. When we receive a counter notification, we may reinstate the material in question.

To file a counter notification with us, you must provide a written communication (by fax or regular mail -- not by email, except by prior agreement) that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney. To expedite our ability to process your counter notification, please use the following format (including section numbers):

Your communication must include substantially the following:

1. A physical or electronic signature of the subscriber.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. Your name, address, and telephone number.
5. The following statement: "I consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, (or Santa Cruz County, California if your address is outside of the United States), and that I will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.
6. The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."

Send the written communication to:

Instant Checkmate
 Attn: DMCA Complaints
 4110 Mission Blvd, Ste 200
 San Diego, CA 92109
 Email: dmca@instantcheckmate.com

ACCOUNT TERMINATION

InstantCheckmate.com will, in appropriate circumstances, terminate repeat infringers. If you believe that an account holder or subscriber is a repeat infringer, please follow the instructions above to contact InstantCheckmate.com's DMCA agent and provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer.

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First Name	Last Name	State	
<input type="text" value="First Name"/>	<input type="text" value="Last Name"/>	<input type="text" value="Any State"/>	<input type="button" value="Q Search"/>

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INSTANT CHECKMATE DO'S AND DON'TS

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Instant Checkmate is one of the largest people search engines in the world. Our service operates by aggregating public records from all over the United States. When you run a new search, public records are pulled from multiple data sources, and this information is then compiled and displayed in a single, easy-to-read report.

Our goal is to help users learn the truth about the people in their lives, and reports may include information such as phone numbers, addresses, contact information, previous arrests, criminal convictions, traffic citations, sex offender status, and much more.

Instant Checkmate is a public records search service, which means there are strict guidelines as to how and why our service may be used. Most importantly, we are NOT a Consumer Reporting Agency, and therefore it is prohibited to use our site for any purpose governed by the Fair Credit Reporting Act (FCRA). So before you run a search, please review Instant Checkmate's Dos and Don'ts below to make sure that your search is permitted.

What you CAN do

Individuals are allowed to use Instant Checkmate to look up information on the following people:

✓ Neighbors

New neighbors? Creepy neighbors? Suspicious neighbors? Doesn't matter; you are welcome to use our service to find out the truth about who's living next door.

✓ Nearby Sex Offenders

Are there sexual predators living near you? Are your children at risk? Find out how many registered sex offenders live in your neighborhood.

✓ Family Members

If you want to learn more about your family members, you're in the right place. Track down estranged members of your extended family. Find out if your relatives got into any trouble when they were younger. See if your parents have ever been arrested. You have lots of options in this area.

✓ Parents Of Your Children's Friends

If you have kids, then chances are they spend a lot of time with their friends. Do your kids love to spend the night at their best friend's house? Background check the parents to find potential red flags.

✓ New Friends

Making new friends is great, but are they really trustworthy? Run a background check to find out.

✓ Old Friends

We all miss our childhood friends, but not everyone knows how to track them down. We'll do our best to help you find yours.

✓ Former Classmates

Planning a high school or college reunion? Search public records to potentially locate addresses and contact information of your former classmates.

What you CANNOT do

Like we said above, Instant Checkmate is not a Consumer Reporting Agency. The use of our service for the following purposes is **strictly prohibited**. You may never use Instant Checkmate for any of the following reasons.

✗ Employment Screening

Employers cannot use ICM for pre-employment background checks, promotion, demotion, or termination of an employee.

✗ Screening Household Workers

ICM cannot be used to screen nannies, babysitters, at home aids, gardeners, or various other types of domestic workers.

✗ Tenant Screening

Landlords cannot use ICM to assign/terminate leasing, renting, selling, or retaining residential or commercial space.

✗ Assess Professional Services

ICM cannot be used to screen individuals for professional services including teachers, tutors, coaches, doctors, personal trainers, etc.

✗ Determine Educational or Scholarship Qualifications

ICM cannot be used to qualify someone for an educational program, grant, scholarship, financial aid, or any other related usage.

✗ Make Decisions About Credit Or Insurance Eligibility

ICM cannot be used to assess the risk of someone's existing credit obligations or to determine someone's eligibility for issuing or extending credit, insurance, or loans (car, mortgage, etc.)

✔ Potential Dates

In the dating world, online especially, you can never be too careful. It's a good idea to run a background check on potential dates before meeting them in person.

✔ Social Media Friends

Your social media friends and followers have a front row seat to your daily life, so you should know more about who's watching your activity.

✔ Online Buyers & Sellers

Online marketplaces are popular for buying, selling, and trading items. But before you agree to the transaction, run a background check to learn more about online buyers and sellers you interact with.

✔ Vacation Buddies

Going on a road trip? Instant Checkmate reports may include DUI, arrests, reckless driving convictions, and other info on driving infractions and moving violations.

✔ Study Partners

In college, late-night study sessions are extremely common, but they can also be dangerous. Run a background check on study partners to learn more about their past.

✔ Celebrities

Does your favorite celebrity have a criminal record? You may find out by browsing public records.

✔ Yourself

What would someone find when they run a background check on you? Learn what your background report contains today!

Get Started Now: Search for Someone You Know...

First Name

Last Name

State

Q Search

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First Name

e.g. John

Last Name

e.g. Smith

State

Any State

SEARCH

FREQUENTLY ASKED QUESTIONS

[Home](#) > [FAQS](#)

What is Instant Checkmate?

Instant Checkmate provides you with the most useful, detailed and important information on just about anyone. Whether researching arrest Records, phone numbers, addresses, demographic data, census data, or a wide variety of other information, we help thousands of Americans find what they're looking for each and every day.

Who can I search for?

Instant Checkmate is one of the largest people search engines in the world. Our service operates by aggregating public records from all over the United States. When you run a new search, public records are pulled from multiple data sources, and this information is then compiled and displayed in a single, easy-to-read report.

Our goal is to help users learn the truth about the people in their lives, and reports may include information such as phone numbers, addresses, contact information, previous arrests, criminal convictions, traffic citations, sex offender status, and much more.

Instant Checkmate is a public records search service, which means there are strict guidelines as to how and why our service may be used. Most importantly, we are NOT a Consumer Reporting Agency, and therefore it is prohibited to use our site for any purpose governed by the Fair Credit Reporting Act (FCRA). So before you run a search, please review Instant Checkmate's Dos and Don'ts below to make sure that your search is permitted.

✔ What you CAN do

Individuals are allowed to use Instant Checkmate to look up information on the following people:

✔ Neighbors

New neighbors? Creepy neighbors? Suspicious neighbors? Doesn't matter, you are welcome to use our service to find out the truth about who's living next door.

✔ Nearby Sex Offenders

Are there sexual predators living near you? Are your children at risk? Find out how many registered sex offenders live in your neighborhood.

✔ Family Members

If you want to learn more about your family members, you're in the right place. Track down estranged members of your extended family. Find out if your relatives got into any trouble when they were younger. See if your parents have ever been arrested. You have lots of options in this area.

✔ Parents Of Your Children's Friends

If you have kids, then chances are they spend a lot of time with their friends. Do your kids love to spend the night at their best friend's house? Background check the parents to find potential red flags.

✔ New Friends

Making new friends is great, but are they really trustworthy? Run a background check to find out.

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We all miss our childhood friends, but not everyone knows how to track them down. We'll do our best to help you find yours.

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✔ Celebrities

Does your favorite celebrity have a criminal record? You may find out by browsing public records.

✔ Yourself

What would someone find when they run a background check on you? Learn what your background report contains today!

What comes in a Standard Report?

Instant Checkmate's Standard Report contains, where available, a person's date of birth, phone numbers, address history, related persons, arrest records, government license information, social media profiles including email addresses, and nearby sex offenders. A subscription with Instant Checkmate allows you to obtain unlimited Standard Reports about persons during your subscription period. After subscribing, you will also have the opportunity to upgrade your Standard Report to a Premium Report, which will supply additional and supplemental data about a person, for \$19.99.

A Premium Report May Include:

- Civil Judgments
- Corporate Affiliations
- Watercraft Owned
- UCC Filings
- Properties Owned
- Voter Registration
- Old Phone Numbers
- Email Addresses
- Tax Liens
- Professional Licenses
- Hunting/Fishing Permits
- Weapons Permits
- Foreclosures
- Criminal Records (Third Data Source)
- Aircraft Owned
- Neighbors
- Business Associates
- And Much More!

Where do you get the data for these reports?

Instant Checkmate compiles reports from millions of public records including information provided by state and local governments. All of the information contained in our reports is part of what is referred to as the "public record."

What are the benefits of Instant Checkmate?

Unlike most of our competitors, Instant Checkmate allows our members to make informed decisions about the people in their lives on a budget.

How do I cancel my membership?

Our number one goal at Instant Checkmate is customer satisfaction. If you wish to [cancel your membership](#), feel free to call one of our excellent member care staff at 1-800-222-8985 24 hours a day.

Will I be billed every month for this service?

The Instant Checkmate website offers three basic membership plans. All membership plans are billed up front for the entire term selected. By default, all plans are scheduled to renew automatically when the selected term comes to an end. If you do not wish to continue the Instant Checkmate service, call one of our excellent member care staff at 1-800-222-8985 24 hours a day.

Can I sign-up over the phone?

Currently, customers may only sign up for Instant Checkmate over the internet.

How do I remove my information from your site?

If you would like to remove your information from our site, please visit our [opt out page](#).

How do I change the password for my account?

To update your password information:
[Log in](#) to your Instant Checkmate account with your username and password. Click the "Edit Account Info" link located in the upper right hand corner of the main web page. Enter the new password in the appropriate field. Click on "Change Password".

Get Started Now: Search for Someone You Know...

First Name	Last Name	State
<input type="text" value="First Name"/>	<input type="text" value="Last Name"/>	<input type="text" value="Any State"/>

 Search

Search Our Index of Common Last Names

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
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Regular Hours:

We're open 24/7
(Holiday hours may vary)

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First Name

e.g John

Last Name

e.g. Smith

State

Any State

SEARCH

BACKGROUND REPORT FEATURES

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Over 30 different data points help keep you more informed...

Instant Checkmate provides you with accurate and up-to-date information that you can trust. Our reports not only include a comprehensive arrest Records of the person you're looking for, but also provide you with contact information, address history, licenses, and so much more! Get in touch with old friends or protect yourself and your family from would-be predators!

Our Premium Reports supplement our standard reports by including data collected from even more sources. You can choose to buy a Premium Report for the people you want, ensuring the lowest cost for our standard reports. Premium Reports cost \$19.99 per report

[Find the truth about someone you know now!](#)

UNLIMITED searches and UNLIMITED reports...

Other background check websites can charge as much as \$200 for a single report or charge you hidden fees. At Instant Checkmate, we give you access to run as many searches as you want and generate as many full reports as you want for one low monthly fee. Pay for only the Premium Reports you want.

[Become a member and do your first search today!](#)

Industry-leading quality from the most popular background check website on the Internet.

More people trust Instant Checkmate because we provide the highest quality background reports at the lowest cost. Our popularity shows when you compare overall traffic to that of other leading background check websites. *Claims are based on Alexa traffic rank since september 2012

[Discover what thousands of other people already have!](#)

Accurate and up-to-date people

Accurate and up-to-date people information...

We spend hundreds of thousands of dollars to keep the information we provide as accurate and up-to-date as possible, so you know you can trust our data. Background checks have been seen on popular networks such as CNN, Fox News, MSNBC, and many more!

[Find Someone You Know Now!](#)

Friendly and knowledgeable member care...

Our member care is industry-leading with very friendly representatives located in the United States that know our product inside and out. They're waiting to help you and answer your questions whether you're a customer or not!

[Start your membership today!](#)

Get Started Now: Search for Someone You Know...

First Name

Last Name

State

Any State

[Q Search](#)

Search Our Index of Common Last Names

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

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First Name	Last Name	State	SEARCH
<input type="text" value="e.g John"/>	<input type="text" value="e.g. Smith"/>	<input type="text" value="Any State"/>	

BACKGROUND CHECK FREQUENTLY-USED TERMS

[Home](#) > [Glossary](#)

When performing background checks on individuals, many industry specific terms will be used frequently without definition. To help clarify exactly what you're researching, we have compiled a list of the most frequently used terms in the personal criminal background check industry.

Background Check	A background check or background investigation is the process of looking up and compiling criminal records, public records, commercial records and financial records of an individual.
Public Records	Documents or pieces of information that are by law, not considered confidential.
Criminal Record	A public record of a person's arrest Records. In some countries the record includes arrests, traffic offenses such as speeding and drunk-driving, charges dismissed, charges pending and even charges of which the individual has been acquitted.
Sex Offender Database	Sex offender registration is a public data access system in various states designed to allow government authorities to keep track of the residence and activities of sex offenders, including those who have completed their criminal sentences.
Arrest Records	An individual's arrest Records for all arrests, even those not resulting in convictions.
Felonies	Crimes of "high seriousness" punishable by death, or more than one year in prison.
Lawsuits	A civil court action where a plaintiff who claims to have incurred losses demands an equitable remedy.
Misdemeanors	Lesser criminal act than a felony. Misdemeanors carry less severe punishments than felonies, and are often punished with fines.
Speeding Tickets	Public records of every individual's speeding tickets and traffic violations.
Sexual Offenses	A class of sexual conduct prohibited by the law.

Get Started Now: Search for Someone You Know...

First Name	Last Name	State	Q Search
<input type="text" value="First Name"/>	<input type="text" value="Last Name"/>	<input type="text" value="Any State"/>	

Search Our Index of Common Last Names

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
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PUBLIC RECORDS SEARCH SERVICE

Background Checks, Police Records, Court Documents, Contact Information and Much More!

START HERE - Try searching a friend, relative, celebrity, yourself, or someone else you might know...

First Name:

e.g. John

Please enter a first name

Last Name:

e.g. Smith

Location:

All States

☐ This is me

SEARCH

Our Users Have Performed

222,849,404

Searches and Counting

"Great site to get information on family and for finding family information." [Read More](#)

We use multiple data sources to scour **county, state, and federal databases** to fill your comprehensive background report with the most information available.

Maybe you've heard of us:

AOL

NEWS

abc

FOX NEWS

YAHOO!

Mashable

reddit

INQUISITR

THE HUFFINGTON POST

KEEP YOUR FAMILY SAFE
RUN A BACKGROUND
CHECK TODAY

[START SEARCH](#)

Instant Checkmate is a public records search engine that gives you the power to perform online background checks instantly. Search anyone in America, and you could get immediate access to their criminal records, related court documents, addresses, real age, and known aliases.

Perform A Criminal Background Check Instantly

If you suspect that someone in your life may have a history of violence, the safest way to know for sure is to perform a public arrest records search. With Instant Checkmate, you can search for felony and misdemeanor offenses, as well as other infractions such as speeding tickets. You'll instantly expose whether a person has been arrested, charged, or even booked into jail. Is there a felon, a sex offender, or a former inmate on your block? Search criminal records to find out.

A Fast Way To Get The Information You Want

Getting public records used to be a time-consuming and frustrating process. You had to visit the local county clerk and submit a written request for your documents. If you wanted to search records in a different state, you might have to actually travel to that state and appear in person. Instant Checkmate takes the hassle out of uncovering someone's past by making it easy to run a background check online.

You Get Access To Round-The-Clock Member Care

Because we believe in providing our members with the best possible service, our member care team is available 24 hours a day, seven days a week. If you have any questions about Instant Checkmate, simply call our toll-free number at 800-222-8985 and one of our friendly member care representatives will help you. We are one of the most advanced background check companies in the country because we offer great service, and we make it easy for our members to stay in touch with us.

Expose The Truth Today

Instant Checkmate is one of the best public criminal records search engines you can use online. Our members turn to our website every day to learn the facts about the people in their lives. Join them so you can discover truths, expose lies, and get the real story about the people in your life. Become an Instant Checkmate member today, and find the truth about anyone.

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> Don't Let Your Child Become Another Statistic: How YOU Can Prevent Hot Car Deaths

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First Name
Last Name
All States
Search

Who has been calling?

Enter Any Phone Number

() -

SEARCH

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67,263 likes

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Be the first of your friends to like this

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1 hr

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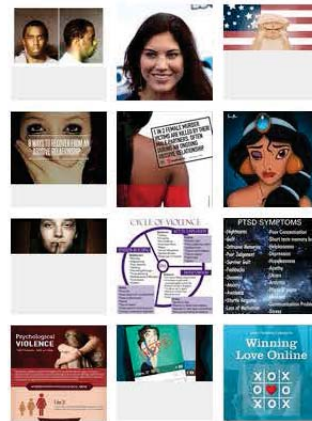
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In-app Fraud Could Cost You Thousands on Your Next Phone Bill

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Instant Checkmate @instntcheckmate 1h
Beware this #malware scam that could chew into your #mobile data plan: ow.ly/QirEd
Show Summary

FOLLOW US ON PINTEREST



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Public Records Online

First Name

Last Name

All States

Search

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First Name

e.g. John

Last Name

e.g. Smith

State

Any State

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LIMITED LICENSE FOR SERVICES

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InstantCheckmate.com Limited License for Services

Date of last revision: February 18, 2015

IMPORTANT - PLEASE READ THIS LIMITED LICENSE AGREEMENT. THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY (see Section 5), AN EXCLUSIVE REMEDY (see Section 5), AND A REQUIREMENT TO ARBITRATE ANY AND ALL CLAIMS (see Section 7). THESE PROVISIONS – ALONG WITH THE TERMS OF USE AND TERMS AND CONDITIONS OF SALES (AVAILABLE AT http://www.instantcheckmate.com/terms_of_use) FORM AN ESSENTIAL BASIS OF OUR AGREEMENT.

Instant Checkmate, Inc., a Delaware corporation, doing business as "Instant Checkmate" ("Instant Checkmate"), in connection with its membership plans ("Membership Plans"), provides access to the background information services ("Services") and any data or information obtained as a result of using those services on the InstantCheckmate.com website at <http://www.instantcheckmate.com> (along with all subdomains, collectively, the "Site") subject to the restrictions and terms set forth in this document.

THIS IS A BINDING AGREEMENT. By purchasing a Membership Plan and using the Services, you ("You" or "Customer") agree to be bound by the terms of this InstantCheckmate.com Limited License ("Limited License"), Website Terms of Use and Terms and Conditions of Sale ("Terms") located at http://www.instantcheckmate.com/terms_of_use and the InstantCheckmate.com Privacy Policy at http://www.instantcheckmate.com/privacy_policy ("Privacy Policy"), each of which are expressly incorporated by reference.

If you do not wish to be bound by this Limited License, the Terms, and Privacy Policy, you must not purchase or subscribe to a Membership Plan or use the Services. Your purchase of the Membership Plan and use of the Services is deemed acceptance of the terms of this Limited License, the Terms and the Privacy Policy.

1) Grant of Limited License.

Upon Customer's purchase of, or subscription to the Membership Plans as defined in the Terms, Instant Checkmate hereby grants to Customer a limited license to use the Services and any data contained therein, subject to the restrictions and limitations set forth below:

a) Generally.

Instant Checkmate hereby grants to Customer a limited license to use Services solely for Customer's own internal personal purposes. Customer represents and warrants that all of Customer's use of Services shall be for only legitimate, personal (non-business) purposes. Customer shall not use Services for commercial, collections, governmental, marketing, advertising or marketing purposes nor shall the Customer resell or broker Services to any third-party. Customer shall not use Services to provide data processing services to third-parties or evaluate the data of or for third-parties. Customer agrees that if Instant Checkmate determines or reasonably suspects that continued provision of Services to Customer entails a potential security risk, or that Customer is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, Instant Checkmate may take immediate action, including, without limitation, terminating the delivery of, and the license to use, Services. Customer shall not access Services from Internet Protocol addresses located outside of the United States and its territories without Instant Checkmate's prior written approval. In any event, Customer understands and agrees that (i) Services are provided to it in the United States at the point at which Customers accesses Instant Checkmate server facilities; and (ii) Instant Checkmate makes no representation regarding the legality of accessing such Services from outside of the United States and its territories.

Customer may not use Services to create a competing product. Customer shall comply with all federal, state, and local laws, regulations and rules which govern the use of Services and information provided thereby. Instant Checkmate may at any time mask or cease to provide Customer access to any Services or portions thereof which Instant Checkmate may deem, in Instant Checkmate's sole discretion, to be sensitive or restricted information.

b) Fair Credit Reporting Act.

INSTANT CHECKMATE IS NOT A CREDIT REPORTING AGENCY ("CRA") FOR PURPOSES OF THE FAIR CREDIT REPORTING ACT ("FCRA"), 15 USC §§ 1681 et seq. AND THE INFORMATION PROVIDED IN CONNECTION WITH THE SERVICES DO NOT CONSTITUTE "CONSUMER REPORTS" AS THAT TERM IS DEFINED IN THE FCRA. AS SUCH, THE ADDITIONAL PROTECTIONS AFFORDED TO CONSUMERS, AND OBLIGATIONS PLACED UPON CREDIT REPORTING AGENCIES, ARE NOT CONTEMPLATED BY, NOR CONTAINED WITHIN, THIS LIMITED LICENSE.

You may not use any information obtained from Instant Checkmate or its Services in connection with determining a prospective candidate's suitability or eligibility for:

- Health insurance or any other insurance,
- Credit and/or loans,
- Employment,
- Education, scholarships or fellowships,
- Housing or other accommodations,
- Benefits, privileges or services provided by any business establishment, or
- Any other purpose in connection with which a consumer report may be used under the FCRA.

The information provided by Instant Checkmate in connection with its Services has not been collected in whole or in part for the purpose of furnishing consumer reports, as defined in the FCRA. Accordingly, by purchasing Membership Plans and using Instant Checkmate's Services, you understand and agree that you will not use any of the information you obtain from Instant Checkmate, in whole or in part, as a factor in: (a) establishing an individual's eligibility for personal, household, or family credit, loans, or insurance or for assessing risks associated with existing consumer credit obligations; (b) evaluating an individual for employment, promotion, reassignment or retention (including employment of household workers such as babysitters, cleaning personnel, nannies, contractors, and other individuals); (c) evaluating an individual for educational opportunities, scholarships or fellowships; (d) evaluating an individual's eligibility for a license or other benefit granted by a government agency or (e) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including, without limitation, apartment rental, check cashing, or the opening of a deposit or transaction account. You also agree that you shall not use any of the information you receive through

accessing, or using or disclosing information, you agree that you are not using the Services for any purpose other than you receive through Services to take any "adverse action," as that term is defined in the FCRA; you have appropriate knowledge of the FCRA; and, if necessary, you will consult with an attorney to ensure compliance with these terms.

2) Security.

Customer acknowledges that the information available through Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure.

3) Performance.

Instant Checkmate will use commercially reasonable efforts to deliver the Services requested by Customer; provided, however, that Customer accepts all information "AS IS." Customer acknowledges and agrees that Instant Checkmate obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on Instant Checkmate for the accuracy or completeness of information supplied through the Services. Without limiting the foregoing, the criminal record data that may be provided as part of the Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain Services which may be otherwise available. Instant Checkmate reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the Services.

4) Intellectual Property; Confidentiality.

Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the Services' information, programs or computer applications. Customer acknowledges that Instant Checkmate (and/or its third-party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the Services and the data and information provided as part of the Services. Customer shall use such materials in a manner consistent with Instant Checkmate's interests and the terms and conditions herein, and shall notify Instant Checkmate of any threatened or actual infringement of Instant Checkmate's rights. Notwithstanding anything in this Agreement to the contrary, Instant Checkmate or Instant Checkmate's data provider shall own Customer's search inquiry data used to access the Services (in the past or future) and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations, and the Instant Checkmate Terms and Privacy Policy.

5) Warranties/ Limitation of Liability.

Neither Instant Checkmate, nor its affiliates, their employees, contractors, agents, representatives, shareholders, officers, directors, co-branders, content licensors, third-party data provider, and/or other partners (for purposes of indemnification, warranties, and limitations on liability, collectively "Instant Checkmate") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from Instant Checkmate's Services) for any loss or injury arising out of or caused in whole or in part by Instant Checkmate's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Services or information therein. If, notwithstanding the foregoing, liability can be imposed on Instant Checkmate, then Customer agrees that Instant Checkmate's aggregate liability for any and all losses or injuries arising out of any act or omission of Instant Checkmate in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed One Hundred Dollars (\$100.00); and Customer covenants and promises that it will not sue Instant Checkmate for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against Instant Checkmate.

Instant Checkmate does not make and hereby disclaims any warranty, express or implied with respect to the Services. Instant Checkmate does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the Services or information provided therein. In no event shall Instant Checkmate be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof. Due to the nature of public record information, the public records and commercially available data sources used in connection with the Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

6) Indemnification.

Customer hereby agrees to protect, indemnify, defend, and hold harmless Instant Checkmate from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to use of information received by Customer (or any third-party receiving such information from or through Customer) furnished by or through Instant Checkmate. Instant Checkmate reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Instant Checkmate in asserting any available defenses. You also agree that Instant Checkmate's third party data suppliers are entitled to enforce the security, use, legal compliance, and indemnification provisions of this Limited License directly against you.

7) Arbitration and Class Action Waiver.

a) EXCEPT WHERE PROHIBITED BY LAW, YOU AND INSTANT CHECKMATE UNDERSTAND AND AGREE THAT ALL CLAIMS, DISPUTES OR CONTROVERSIES BETWEEN YOU AND Instant Checkmate, ITS PARENTS, AFFILIATES, SUBSIDIARIES OR RELATED COMPANIES (INCLUDING DISPUTES AGAINST ANY AGENT, EMPLOYEE, SUBSIDIARY, Affiliate, PREDECESSOR IN INTEREST, SUCCESSOR, OR ASSIGN OF THE OTHER) RELATING TO YOUR USE OF OUR SERVICES, INCLUDING, WITHOUT LIMITATION, TORT AND CONTRACT CLAIMS, CLAIMS BASED UPON ANY FEDERAL, STATE OR LOCAL STATUTE, LAW, ORDER, ORDINANCE OR REGULATION, AND THE ISSUE OF ARBITRABILITY, SHALL BE RESOLVED BY THE FINAL AND BINDING ARBITRATION PROCEDURES SET BELOW. THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY SUCH CLAIMS SHALL BE BROUGHT SOLELY IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE PROCEEDING, OR PRIVATE ATTORNEY GENERAL CAPACITY. THE PARTIES FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL. ANY CONTROVERSY CONCERNING WHETHER A DISPUTE IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR AND NOT BY THE COURT. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY A NEVADA STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF. THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA").

The following procedures shall apply:

i) Any party that intends to make a claim shall first notify the opposing party in writing of such intention and shall describe in such notice, with reasonable particularity, the nature and basis of such claim, and the total amount of the claim. Within thirty (30) days of receipt of such notice, the party receiving notice of a claim shall provide a written response which, with reasonable particularity, sets forth its position concerning the claim. If the parties are unable to resolve the dispute arising from the claim by good faith negotiations to be conducted within the thirty (30)-day period following the written response, either of them may initiate binding arbitration pursuant to the terms and conditions set forth herein.

ii) In the event a party elects to proceed with binding arbitration, it shall provide written notice thereof to the other party by registered or certified mail. The arbitration shall be conducted by Judicate West, and shall be conducted using the then current Judicate West commercial rules and regulations (except as varied by this agreement). The arbitration shall take place in San Diego, CA, but may proceed telephonically in the event the total amount of the claim does not exceed \$2,500 U.S. dollars (if the claimant so chooses).

iii) Payment of all filing, administration, and arbitrator fees will be governed by Judicate West's rules.

iv) If for any reason Judicate West is unavailable, the parties shall mutually select another arbitration forum.

BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL. In arbitration, a dispute is resolved by a neutral arbitrator or panel of arbitrators, rather than by a judge or jury. Arbitration is more informal than a court trial; however, an arbitrator can award the same relief that a court can award.

Separate and apart from the agreement to arbitrate set forth above, the parties hereby independently waive any right to bring or participate in any class action in any way related to, or arising from, this agreement. You acknowledge that this class action waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from the agreement to arbitrate claims. If any portion of this class action waiver is limited, voided, or cannot be enforced, then the parties' agreement to arbitrate shall be null and void. YOU UNDERSTAND THAT BY AGREEING TO THIS ARBITRATION AGREEMENT, WHICH CONTAINS THIS CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST INSTANT CHECKMATE, ITS AGENTS, OFFICERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS AND/OR ASSIGNS IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU DO NOT AGREE TO THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, YOU MUST TELL US IN WRITING AND NOT USE OUR SERVICES.

8) Audit.

Customer understands and agrees that, in order to ensure compliance with applicable laws, regulations or rules, regulatory agency requirements, this

Agreement, and Instant Checkmate's obligations under its contracts with its data providers and Instant Checkmate's internal policies, Instant Checkmate and its data providers may conduct periodic reviews of Customer's use of the Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of the Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Instant Checkmate will be subject to immediate action including, but not limited to, suspension or termination of the Limited License to use the Services, reactivation fees, legal action, reporting of such violations to third parties (including its third-party data providers) and/or referral to federal or state regulatory agencies.

9) Survival of Agreement.

Provisions hereof related to release of claims; indemnification; use and protection of information, data and Services; audit; Instant Checkmate's use and ownership of Customer's search inquiry data; disclaimer of warranties; security; and customer data shall survive any termination of the Limited License to use Services.

10) Attorneys' Fees.

Subject to Section 7 above, the prevailing party in any action, claim or lawsuit brought pursuant to this Limited License is entitled to payment of all attorneys' fees and costs expended by such prevailing party in association with such action, claim or lawsuit.

11) Change in Agreement.

By receipt of the Services, Customer agrees to, and shall comply with, changes to the Limited License granted Customer in Paragraph 1 herein and changes to other provisions of this Limited License as Instant Checkmate shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual who is associated with a Membership Plan, unless stated otherwise in this Agreement. Instant Checkmate may, at any time, impose restrictions and/or prohibitions on the Customer's use of the Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in Instant Checkmate policy, a modification of third-party agreements, a modification in industry standards, a data breach or data violation or a change in law or regulation, or the interpretation thereof. Upon written notification by Instant Checkmate of such restrictions, Customer agrees to comply with such restrictions.

12) ACKNOWLEDGEMENT.

BY PURCHASING, SUBSCRIBING TO A MEMBERSHIP PLAN, OR OTHERWISE USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.

13) Contact Information.

If you have questions about this Limited License or want to contact us, please send an email to support@instantcheckmate.com or write to us at:

Instant Checkmate
4330 S Valley View Blvd, Ste 118
Las Vegas, NV 89103-4052

Get Started Now: Search for Someone You Know...

First Name	Last Name	State	
<input type="text" value="First Name"/>	<input type="text" value="Last Name"/>	<input type="text" value="Any State"/>	<input type="button" value="Q Search"/>

Search Our Index of Common Last Names

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
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Sample Report	About	Criminal Records Database
Glossary	Limited License for Services	Sex Offender Database
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Contact Us



Questions and Member Care
800.222.8985

Regular Hours:
We're open 24/7
(Holiday hours may vary)



DISCLAIMER: You may not use our service or the information it provides to make decisions about consumer credit, employment, insurance, tenant screening, or any other purpose that would require FCRA compliance. Instant Checkmate does not provide consumer reports and is not a consumer reporting agency. (These terms have special meanings under the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq., ("FCRA"), which are incorporated herein by reference.) The information available on our website may not be 100% accurate, complete, or up to date, so do not use it as a substitute for your own due diligence, especially if you have concerns about a person's criminal history. Instant Checkmate does not make any representation or warranty about the accuracy of the information available through our website or about the character or integrity of the person about whom you inquire. For more information, please review Instant Checkmate Terms of Use.

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First Name

e.g. John

Last Name

e.g. Smith

State

Any State

SEARCH

BACKGROUND RECORDS DATABASE

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Criminal Records People Directory

If you are looking to find people online, look no further than our people directory. Our comprehensive people search database uses exclusive logic to find anyone, anywhere.

Searching for someone? Locating a person can be tricky. People get married, change their names, or move away. The person you're looking for may keep a low profile online, and there just isn't much information about them on the Internet.

People Search Engines: The Best Way To Find Personal Information

People search engines compile information from public records databases, social networks, and other sources to build comprehensive reports on someone. Popular with parents, families, and online daters, people search engines are commonly used to check out neighbors, research people met online, or reconnect with an old flame. However, those aren't the only reasons these search engines have become so popular. Many use this powerful tool to simply to satisfy their curiosity, researching friends and family or even learning more about trending celebrities.

Instant Checkmate goes where normal search engines can't, so the information you need is always within reach. Instant Checkmate scours a huge network of public records databases so you can locate anybody, find their contact information, and get a thorough background check on them in seconds.

In the past, accessing public records could be a slow, frustrating process. Usually you'd have to submit requests in writing—and often in person—at individual county clerk offices. It might take weeks or months to get the records you were looking for. But with Instant Checkmate, you can search public records in any city or state from the comfort of your home, and get instant results.

Go Beyond Contact Info

A person's public record may reveal more than you think. You might uncover where they live, find contact information like phone numbers and email addresses, or even expose hidden social network profiles—all from one simple search. People finder websites like Instant Checkmate can even dig up personal information like arrest, or criminal records.

Find classmates, reunite with friends, rekindle an old flame, or learn more about your next date. You can even search yourself and discover what information is out there about you! Your search is anonymous: nobody will ever know what you look up... or what you find.

Search for someone you know, or satisfy your curiosity by browsing our People Directory. It's okay to look! Your searches are always secure, safe, and confidential.

Search for People by Last Name

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

**Public Records for John B Doe, Age 45 years old**

LOCATION

Pennsauken, New Jersey

PHONE NUMBER

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ARREST RECORDS

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CURRENT ADDRESS

[Click To View](#)

ACCESS REPORT

[Q. Not The Right Person?](#)[Add My Own Information](#)[Log Out](#)

Additional Information



Possible Address:
7552 Forrest Ave
Pennsauken, NJ 08110

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Possible Estimated Network:
\$1 - \$4,999
Possible Estimated Household Income:
\$50,000 - \$54,999

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Location



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Press Releases

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Jul

Instant Checkmate Obtains Permanent Injunction Against Developers Of Background Alert

Posted on July 15, 2015 by [Tischa Culver](#)

In a lawsuit filed in federal court, Instant Checkmate Inc., obtained a permanent injunction against Andrew Wilder, Inc. and its president Kurosh Zahabian, including an order against Andrew Wilder, Inc. for the payment of \$150,000 in damages. This judgment arose from a federal complaint in which Instant Checkmate accused Andrew Wilder, Inc. of infringing on its copyright when it designed the online background check product Background Alert.

Instant Checkmate provides members with arrest records, addresses, and other information in public records through the website [instantcheckmate.com](#). Instant Checkmate recently won a "Stevie" award at the American Business Awards in the category Innovation of the Year – Consumer Products Industries.

This is not the first time that Instant Checkmate, Inc. was forced to take legal action in order to protect its intellectual property. In 2013, Instant Checkmate obtained a permanent injunction and damages against Check People LLC and its CEO Nimrod Santo for similar copyright violations.

The judgment states that the defendants are "ordered to not copy, reproduce, develop, create, display, publish, or otherwise use any material that is substantially similar to that contained in any Instant Checkmate work."

The final judgment was ordered on June 17, 2015 by United States District Judge Michael M Anello. Click [here](#) to see the full text of the judgement.

About Instant Checkmate: Instant Checkmate is an online service that provides people finder, public record, and criminal record information to individuals on a subscription basis or for a one-time fee. Instant Checkmate aggregates data from federal, state, and local sources, which have been processed and made available electronically. Some of the databases used by Instant Checkmate include state sex offender information, court dockets, census records, county arrest records and other public records. Instant Checkmate compiles public records and creates user-friendly reports describing people living in the United States. Instant Checkmate is not a consumer reporting agency, does not provide consumer reports, and may not be used for consumer credit, employment, insurance, tenant screening, or any other purpose subject to the Fair Credit Reporting Act. For more information, please review [Instant Checkmate Terms of Use](#). Members can follow Instant Checkmate on [Facebook](#) and [Twitter](#).

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Contact Us

Instant Checkmate
433C South Valley View Blvd Suite 112
Las Vegas, NV 89103

For questions regarding Instant Checkmate, contact Member Care at 866-490-5980 24 hours a day, Monday - Friday, 5AM - 10PM on Saturdays and Sundays, or [click here](#) to send us an email.

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Jul

The Control Group Honored as Gold, Silver and Bronze Stevie® Award Winners in 2015 American Business Awards

Posted on July 2, 2015 by [Tischa Culver](#)

Winners in First of Two ABA Awards Events Were Presented on June 22 in Chicago

[San Diego, CA] – July 2, 2015 – The Control Group was presented with Stevie® Awards in the following categories: Gold – Information Technology Team of the Year – The Control Group, **Silver – Innovation of the Year – Instant Checkmate**, Bronze – Maverick of the Year, Shiem Edelbrock, CTO and Bronze – Corporate Social Responsibility Program of the Year – The Control Group, at the 13th Annual American Business Awards in Chicago

last night.

The American Business Awards are the nation's premier business awards program. All organizations operating in the U.S.A. are eligible to submit nominations – public and private, for-profit and non-profit, large and small.

Nicknamed the Stevies for the Greek word meaning "crowned," the awards were presented to winners during a gala banquet on Monday, June 22 at the Fairmont Chicago Millennium Park Hotel. More than 400 nominees and their guests attended.

Last Monday night's awards were presented in two ceremonies, before and after dinner. The after-dinner presentation was broadcast live nationwide by BizTalkRadio. The pre-dinner presentations were taped and will be broadcast by BizTalkRadio this Thursday June 25 at 8:00 pm ET.

The 2015 American Business Awards were presented on: June 22nd at a banquet in Chicago, and at the new products awards banquet will be on Friday, September 11 in San Francisco.

More than 3,300 nominations from organizations of all sizes and in virtually every industry were submitted this year for consideration in a wide range of categories. The competition encompassed many top national companies in a wide range of respective fields which made the wins for The Control Group all the more prestigious.

"We were extremely honored to win our first four ABAs and extremely excited to have taken the Gold for IT Team of the Year," said Sean Shahrokhi, Director of Communications and PR for The Control Group. "Our team of developers, designers, architects, and stakeholders are what help make The Control Group one of San Diego's fastest growing companies and an incubator for talented individuals devoted to technological accomplishments and efficiency."

More than 200 executives worldwide participated in the judging process to select this year's Stevie Award winners.

"We are very impressed with the quality of the entries we received this year. The competition was intense and every organization that won should be proud," said Michael Gallagher, president and founder of the Stevie Awards. "To those outstanding individuals and organizations that received Gold, Silver, and Bronze Stevie Awards, the judges and I are honored to celebrate your many accomplishments. You are setting a high standard for professionals nationwide."

The Control Group has also been nominated as ABA finalists for Executive of the Year (Kris Kibak, CEO) and for Company of the Year, winners of both to be announced on September 11th in San Francisco. Details about The American Business Awards and the lists of Stevie winners who were announced on June 22 are available at www.StevieAwards.com/ABA.

About The Control Group

Created in 2011, [The Control Group](#) is one of the fastest-growing technology companies headquartered in San Diego. Their expertise is in web development and internet marketing. The company is the developer of [InstantCheckmate.com](#), one of the top people search engines in the world. Because the company is already profitable, it has been able to develop a company culture that is shaking up the Southern California business community. Core to the company culture is its reach into the community to make a positive impact by volunteering and getting involved in important causes.

About The Stevie Awards

Stevie Awards are conferred in six programs: the Asia-Pacific Stevie Awards, the German Stevie Awards, The American Business Awards, The International Business Awards, the Stevie Awards for Women in Business, and the Stevie Awards for Sales & Customer Service. Stevie Awards competitions receive more than 10,000 entries each year from organizations in more than 60 nations. Honoring organizations of all types and sizes and the people behind them, the Stevies recognize outstanding performances in the workplace worldwide. Learn more about the Stevie Awards at <http://www.StevieAwards.com>.

Sponsors and partners of The 2015 American Business Awards include BizTalkRadio, CallidusCloud, Engility, Fareportal, John Hancock, PetRays, and Softpro.

15
Apr

Upcoming Segment on Instant Checkmate Inc., to be Showcased on Innovations with Ed Begley, Jr.

Posted on April 15, 2015 by Tischa Culver

This press release originally appeared on PRWeb. You can view the [original release here](#).

San Diego, CA (PRWEB) February 13, 2015 – Instant Checkmate, Inc., announced that they will be featured in an upcoming episode of Innovations with Ed Begley Jr., airing 2nd Quarter via Discovery Channel. Dates and show times TBA.

This episode of Innovations will educate audiences on Instant Checkmate's goal to provide the most useful, detailed, and important information about individuals.

Whether researching arrest records, phone numbers, addresses, demographic data, census data, or a wide variety of other information, Innovations viewers will learn how Instant Checkmate is helping thousands of Americans find what they're looking for each and every day.

"Instant Checkmate was launched as a tool for online daters to access information on potential suitors and since that time it has become one of the largest people search engines in the world, providing a very unique service that helps our members protect themselves and their families and connect with loved ones and long-lost friends every day," explained Sean Shahrokhi, Director of Communications and PR at Instant Checkmate. "Our talented team and our extremely powerful search logic is what really sets us apart and we are honored to be featured on Innovations to have the opportunity to educate the public about our state-of-the-art service and the team behind it."

"In addition to constantly working to improve data and technology, Instant Checkmate provides responsive, helpful member care representatives who are enthusiastic about helping customers make the most of their membership.

and tools," said Robert Sikich, Producer for the Series. "We look forward to educating the public about this remarkable service."

About Instant Checkmate: Instant Checkmate is an online service that provides people finder, public record, and criminal record information to individuals on a subscription basis. Instant Checkmate aggregates data from federal, state and local sources, which have been processed and made available electronically. Some of the databases used by Instant Checkmate include state sex offender information, court dockets, census records, county arrest records and other public records. Instant Checkmate compiles public records and creates user-friendly reports describing people living in the U.S. Instant Checkmate is not a consumer-reporting agency, does not provide consumer reports and may not be used for consumer credit, employment, insurance, tenant screening or any other purpose subject to the Fair Credit Reporting Act. For more information, please visit <http://www.instantcheckmate.com>.

About Innovations and DMG Productions:

Innovations, hosted by award winning actor Ed Begley, Jr., is an information-based series geared toward educating the public on the latest breakthroughs in all areas of society. Featuring practical solutions and important issues facing consumers and professionals alike, Innovations focuses on cutting-edge advancements in everything from health and wellness to global business, renewable energy, and more.

DMG Productions (responsible for creating the Innovations show) includes personnel specialized in various fields from agriculture to medicine, independent films to regional news and more. Field producers work closely with experts in the field to develop stories. This powerful force enables DMG to consistently produce commercial-free, educational programming that both viewers and networks depend on.

For more information visit <http://www.InnovationsTelevision.com> or contact Robert Sikich at (866) 496-4065 x 805 or via email at [Robert\(at\)InnovationsTelevision\(dot\)com](mailto:Robert(at)InnovationsTelevision(dot)com).

25
Jun

Jeremy Meeks Currently the Most Searched Name on InstantCheckmate.com

Posted on June 25, 2014 by admin

*This press release originally appeared on **PRWeb**. You can view the [original release here](#).*

San Diego (June 25, 2014) – Jeremy Meeks' sexy mugshot has now gone viral, with the nation swooning over this fine-looking felon. But, it's not just the Internet memes that have been spiraling out of control—Americans are scrambling for more information on the "hot convict" by signing on to Instant Checkmate to dig even deeper into his past. The website's data has seen a sudden and drastic spike in searches for this mugshot hot shot, with people all over the nation looking for information. Jeremy Meeks tops the charts as the most-searched name over the past week on InstantCheckmate.com.

"Instant Checkmate was launched as a tool for online daters to access information on potential suitors, but many people use the site to look up other persons of interest, such as celebrities, athletes or people in the news – even people with viral mugshots, like Jeremy Meeks," explained Sean Shahrokhi, Director of Project Management at The Control Group, the web development company behind Instant Checkmate. "People are really itching to learn more about the guy. His name has been searched hundreds of times just in the last few days, because people are so intrigued by him. We don't experience data spikes like this very often."

Instant Checkmate is one of the nation's leading people search finders and one of the most highly trafficked websites in America. The site provides members with access to an individual's public records, such as court documents, criminal history, arrest records, marital status, arrest warrants, phone numbers, addresses, bankruptcy information and more. Instant Checkmate creates custom background reports from millions of public records, including information from state and local governments. Instant Checkmate members can perform unlimited searches on nearly anyone in the U.S. for one low, monthly rate.

For more information on Instant Checkmate, please visit <http://www.InstantCheckmate.com>.

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5
Jun

San Diego Business Journal Covers Instant Checkmate's Backpack Drive With reKindle!

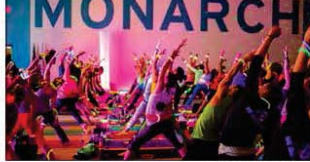
Posted on June 5, 2014 by admin

Instant Checkmate and reKindle's "I Got Your Back" Backpack Drive to help the homeless is featured in [San Diego Business Journal](#) alongside several other organizations whose charitable efforts have made a positive impact on the local community.

The [backpack drive](#) was held on May 17, and over 110 backpacks filled with snacks, supplies, and toiletries were passed out to those in need. The entire event was a huge success, and we're excited to continue our partnership with [reKindle](#), a charity co-founded by our very own Chris Hooley and his daughter, Kaylee.

Keep an eye out for updates on our next charity event to learn how you can get involved! 😊





More than 300 yoga aficionados raised money for the Monarch School.



Instant Checkmate employees give a backpack to a homeless man in San Diego.

Company Gives Back By Giving Out Backpacks to Homeless



LUDSGIVING

Stephen R. Glaser

backpacks, food and other supplies in

preparation for a unique, guerilla-style

distribution event with the reKindle

charity. A team of staff and volunteers

spent the day walking through

downtown San Diego, passing out more

than 100 backpacks filled with supplies

to the area's homeless individuals.

The reKindle charity is a family-run

operation co-founded by Chris Hooley.

Instant Checkmate's search marketing

consultant and his 10-year-old daughter,

Kaylee. Last summer they decided to

launch a national movement to help the

homeless. Any business, organization,

group or school can launch its own "I

Can You Back" backpack drive. All it

takes is the desire to make a difference.

To learn how you can get involved with

reKindle, visit the organization's "How

You Can Help" page.

One Love San Diego, an organization

focused on helping at-risk and

homeless youth, announced it raised

\$11,000 at "Yoga Glow in the Night," a

charity event benefitting Monarch

School. More than 150 individuals

gathered in the school's gymnasium

to learn about the cause and engage

in a two-hour yoga session. One Love

partnered with Finn, which made a \$50

donation to Monarch School for every

person who signed up on its website by

May 31. Furthermore, for each sign-up,

Finn will donate \$1 per workout to

Monarch School.

The Cliff Bar Family Foundation

gave an \$800 grant to local nonprofit,

Sustainable Surplus Exchange. The two

organizations share several parallel

missions — reducing waste while

conserving resources and producing

green jobs. Sustainable Surplus diverts

unnecessary corporate waste from the

landfills by providing companies a

direct channel to repurpose their out-of-

use assets to local schools and nonprofit

organizations. SSE has repurposed \$1

million of assets to more than 240 local

organizations since its launch in 2011.

This effort kept 200,000 pounds of still-

useful items from going to the landfill.

Photo courtesy of Instant Checkmate Inc.

Employees of Instant Checkmate set out

to deliver backpacks filled with food and

supplies to the homeless in San Diego

streets.

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Any business, organization, group or school can launch its own "I Got Your Back" backpack drive. All it takes is the desire to make a difference. To learn how you can get involved with reKindle, visit the organization's ["How You Can Help"](#) page.



About Instant Checkmate: *Instant Checkmate is an online service that provides people finder, public record, and criminal record information to individuals on a subscription basis. Instant Checkmate aggregates data from federal, state, and local sources, which have been processed and made available electronically. Some of the databases used by Instant Checkmate include state sex offender information, court dockets, census records, county arrest records and other public records. Instant Checkmate compiles public records and creates user-friendly reports describing people living in the United States. Instant Checkmate is not a consumer-reporting agency, does not provide consumer reports, and may not be used for consumer credit, employment, insurance, tenant screening, or any other purpose subject to the Fair Credit Reporting Act. For more information, please review Instant Checkmate Terms of Use. Connect with Instant Checkmate on [Facebook](#) and [Twitter](#).*

About reKindle: *reKindle hopes to "reKindle kindness across America." As a nonprofit charity, based in Phoenix, Ariz., reKindle is helping the population's homeless by holding fundraising drives for necessities that are needed by these individuals – from food items to first aid needs, hygiene products to blankets and clothes. reKindle was created to help and inspire others to do the same. With no political, religious or monetary agenda, reKindle is just a group of people who want others to join them to help make the world a better place. For more information on reKindle, please visit www.rekindle.org.*

13
May

NBC San Diego Covers Instant Checkmate's Charity Event With reKindle!

Posted on May 13, 2014 by Jessica Ruane

NBC San Diego interviews Sean Shahrokhi, Director of Project Management for The Control Group, the team of designers, marketers, and developers behind instantcheckmate.com about Instant Checkmate's "I Got Your Back" Backpack Drive to help the homeless here in San Diego! We're partnering with reKindle, a charity founded by Instant Checkmate's search marketing consultant, Chris Hooley, and his 10-year-old daughter, Kaylee Hooley.

Check out our [event page](#) to find out how YOU can get involved! We could always use donations and volunteers! 😊



24
Apr

Instant Checkmate Partners with reKindle Charity for "I Got Your Back" Backpack Drive to Help San Diego's Homeless

Posted on April 24, 2014 by Jessica Ruane

- Instant Checkmate to become the first corporate sponsor for reKindle, a nonprofit organization dedicated to helping the homeless -

SAN DIEGO (March 25, 2014) – Instant Checkmate, one of the largest people-search engines in America and the flagship product of local tech company, The Control Group, today announced a partnership with the reKindle charity to organize an internal event to benefit the homeless called The Instant Checkmate "I Got Your Back" Backpack Drive. Through this corporate partnership with reKindle, the developers and marketers behind Instant Checkmate, along with COO [Joey Rocco](#), will join forces with reKindle's founders, Chris Hooley, and his 10-year-old daughter, Kaylee Hooley, for a targeted distribution event where they will personally deliver hygiene products, first aid supplies, food, and other necessities packed in donated backpacks to the homeless in downtown San Diego, on Saturday, May 17.

"It's an honor to have Instant Checkmate as the official corporate sponsor of reKindle," says Sean Shahrokhi, Director of Project Management for The Control Group. "There's over 1.7 million homeless individuals living in the U.S., and even if it's just a handful of people here in San Diego, we can lend a hand to those who can't always help themselves, while we inspire others to help as well."

The reKindle charity is a family-run operation with a unique history that sets it apart from most nonprofits. The charity was co-founded by Kaylee Hooley, the 10-year-old daughter of Instant Checkmate's search marketing consultant, Chris Hooley. After spending a day passing out cold sports drinks to the homeless in their hometown of Phoenix, Ariz., the duo quickly realized that these individuals needed much more than a cool drink on a hot day to improve their quality of life. So, they set out to make a change and create a national movement to help the homeless. Kaylee and Chris decided to name their charity reKindle, so they could inspire others to "reKindle kindness across America."

The reKindle founders began organizing local donation drives and events to collect and distribute backpacks filled with supplies to help homeless individuals and families satisfy their most basic needs. The backpacks given away typically contain wet wipes, a blanket, clean socks, Gatorade, food, hand towels, sunblock, and first aid items. Anything that fulfills immediate dietary and personal needs of someone living on the streets can be included. These backpacks and supplies are a much-needed respite for someone struggling to survive. In fact, reKindle's homeless outreach programs have recently garnered national attention, as President Barack Obama sent Kaylee a letter of recognition for her work with the charity earlier this year.

The talented team behind the Instant Checkmate website will kick off this unique event by hosting an internal donations drive, collecting backpacks and other necessities at their Little Italy office. On Saturday, May 17, the team will spend the day passing out these donations to homeless San Diegans.

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16
Oct

People Search Engine Instant Checkmate Obtains Final Judgment with Permanent Injunction in Copyright Infringement Lawsuit

Posted on October 16, 2013 by admin

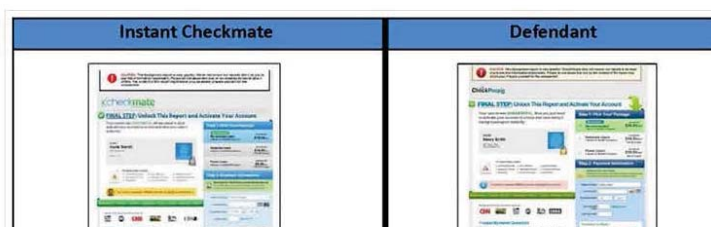
In a lawsuit filed in federal court, Instant Checkmate, Inc., the leader in online people finder, public record, and criminal record information, has obtained a final judgment as to all claims with a permanent injunction and \$100,000 in damages against Check People LLC and its CEO Nimrod Santo. This judgment arose from a federal complaint whereby Instant Checkmate described that Check People had infringed upon substantial portions of Instant Checkmate's protected website content without permission, in violation of U.S. copyright law, and contrary to the visible and unambiguous Terms of Use on Instant Checkmate's website.

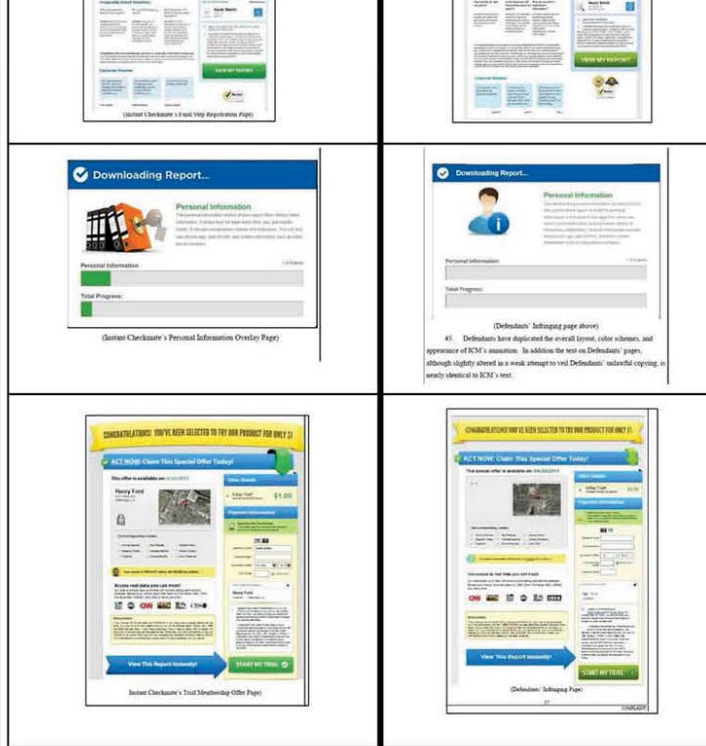
Instant Checkmate provides people finder, public record, and criminal record information to individuals to help them form and strengthen personal relationships. Instant Checkmate provides this information across the United States through www.instantcheckmate.com. Instant Checkmate is one of the largest online people search engines in the world. The website is ranked 315 in the United States on the Alexa scale of most highly trafficked websites.

In the May 2013 complaint filed against Check People LLC and CEO Nimrod Santo, Instant Checkmate explained:

"ICM brings this action to stop Defendants' willful infringement of ICM's copyright in the text and two-dimensional images on its website, www.instantcheckmate.com, and to halt Defendants' wholesale copying and exploitation of the content of ICM's website. Without ICM's permission and contrary to the conspicuous and unambiguous Terms of Use on ICM's website, Defendants Check People LLC and Nimrod Santo copied substantial portions of ICM's original website. Defendants are knowingly and willfully reproducing and publicly displaying graphics and text from ICM's website on Defendant's own website, www.checkpeople.com. At present and without ICM's permission, Defendants are knowingly, willfully, and maliciously offering for sale services similar to those offered by ICM, using content in large part copied from ICM's website, and with the intent to steal a portion of ICM's business. Defendant Check People LLC and its CEO Nimrod Santo have acted with the sole purpose of unjustly capitalizing off of ICM's painstaking efforts to create a profitable and user-friendly website for the provision of people finder services and public records searches. Defendants' conduct stifles competition by undercutting ICM's hard-earned competitive advantage in direct violation of myriad state and federal laws."

The complaint also presented these website screen shots – from www.instantcheckmate.com and www.checkpeople.com – as exhibits. Pictures are worth a thousand words.





In the final judgment entered October 8, 2013, the U.S. District Court for the Southern District of California entered judgment against Check People and Mr. Santo, jointly and severally, for copyright infringement, violation of the Digital Millennium Copyright Act, unfair competition, breach of contract, unjust enrichment, common law fraud, and violation of the California Penal Code's computer fraud provisions as alleged in the complaint. The Court also entered a permanent injunction which enjoins Check People, Mr. Santo, and all persons acting in concert with them from infringing or making any further unauthorized use of the copyrighted works that are the subject of Instant Checkmate's complaint. Instant Checkmate was represented by Damon W.D. Wright and Gregory J. Sater of Venable LLP.

[Please click here](#) to view the final judgment and [click here](#) to view the initial complaint.

About Instant Checkmate: Instant Checkmate is an online service that provides people finder, public record, and criminal record information to individuals on a subscription basis or for a one-time fee. Instant Checkmate aggregates data from federal, state, and local sources, which have been processed and made available electronically. Some of the databases used by Instant Checkmate include state sex offender information, court dockets, census records, county arrest records and other public records. Instant Checkmate compiles public records and creates user-friendly reports describing people living in the United States. Instant Checkmate is not a consumer reporting agency, does not provide consumer reports, and may not be used for consumer credit, employment, insurance, tenant screening, or any other purpose subject to the Fair Credit Reporting Act. For more information, please review [Instant Checkmate Terms of Use](#). Customers can follow Instant Checkmate on [Facebook](#) and [Twitter](#).

11 Oct Instant Checkmate Helps Previously Incarcerated Women Get a Second Chance

Posted on October 11, 2013 by admin

Instant Checkmate, one of the largest online public records and people-search engines in the world, donates \$10,000 to Together We Bake, a workforce and personal development program centered around a baking business for women recently released from the corrections systems and in need of a second chance.

"There is so much potential in each and every one of these women and they deserve to be given the skill sets they need to be successful," said Stephanie Wright, co-founder of Together We Bake. "Instant Checkmate's support is going to make major changes in these women's lives."

According to the Correctional Association of New York, the majority of women in prison have been victims of crime themselves, stating that 82 percent of female inmates suffered physical or sexual abuse as children.

"We hope that Instant Checkmate is used as a tool to help end the cycle of abuse and crime," said Kris Kibak, the company's co-founder. "Instant Checkmate can help moms learn more about the people they invite into their homes, and it can help single women research the men they date before getting too serious."

InstantCheckmate.com is an online resource for the public—it compiles reports from millions of public records to help protect individuals and their families from would-be predators and help online daters research potential dates before meeting them in-person. The service can help individuals discover if someone has an arrest record or criminal history, what assets they possess, and much more.

Terry Garrett is the daughter of two addicts who were usually passed out or manic when she arrived home after school—Terry had her first sips of alcohol cleaning up after parties when many kids have their first tooth fairy visit. The product of her environment, she also became an addict and spent 17 years in and out of prison for drug and theft offenses.

Garrett has been clean for eight years and is now a graduate of Together We Bake's inaugural class where she was trained in food production, food safety education, customer service, and product packaging and delivery. Through the program, she acquired the confidence, skills and experience she needed to believe in herself and inspire confidence in others. A natural leader, she now uses her Together We Bake training and lifetime of

inspire confidence in others. A natural leader, she now uses her Together We Bake training and lifetime of experiences to support and empower other Together We Bake students. She recently became Together We Bake's first graduate hire, working as a Together We Bake graduate liaison and program assistant while excelling at her other job as a sandwich maker for Così.

"Together We Bake has shown me that I can do anything I want, if I believe in myself," said Garrett. "The team believed in me when I didn't, and I can now go out into the working world with confidence."

Instant Checkmate's partnership will enable Together We Bake to help more women like Garrett who are ready for a fresh start. Their curriculum helps the women gain self-awareness and self-esteem, and encourages responsibility and accountability—skills that help them not only sustain employment in any field, but also live as self-sufficient members of society.

About Instant Checkmate: [Instant Checkmate](#) is an online service that provides people finder, public record, and criminal record information to individuals on a subscription basis or for a one-time fee. Instant Checkmate aggregates data from federal, state, and local sources, which have been processed and made available electronically. Some of the databases used by Instant Checkmate include state sex offender information, court dockets, census records, county arrest records and other public records. Instant Checkmate compiles public records and creates user-friendly reports describing people living in the United States. Instant Checkmate is not a consumer reporting agency, does not provide consumer reports, and may not be used for consumer credit, employment, insurance, tenant screening, or any other purpose subject to the Fair Credit Reporting Act. For more information, please review [Instant Checkmate Terms of Use](#). Customers can follow Instant Checkmate on [Facebook](#) and [Twitter](#).

About Together We Bake: Together We Bake is a comprehensive workforce training and personal development program for women in need of a second chance. TWB is an innovative collaboration with Friends of Guest House, a supportive transitional housing program in Alexandria. TWB is centered around a micro baking business where the women learn and participate in Food Production, Food Safety Education, Product Packaging and Delivery, and Customer Service. Through the program, women acquire the confidence, skills and experience to reintegrate into society and lead an empowered life. For more information, please visit www.togetherwebake.org.

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Questions and Member Care

866.490.5980

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We're open 24/7
(Holiday hours may vary)

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First Name

e.g. John

Last Name

e.g. Smith

State

Any State

SEARCH

PRIVACY POLICY

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InstantCheckmate.com Website Privacy Policy

Date of last revision: February 18, 2015

1. Introduction

This Privacy Policy describes the information practices of Instant Checkmate, Inc. ("Instant Checkmate") on the InstantCheckmate.com website at <http://www.instantcheckmate.com> (along with all subdomains, collectively, the "Site"). This Privacy Policy is only applicable to the Site and not to any other websites that you may be able to access from the Site, each of which may have data collection, storage, and use practices and policies that differ materially from this Privacy Policy.

2. Information Collection Practices

i. Types of Information Collected

Personal Information Collected. In order for you to access and purchase products offered via the Site, we may require you to provide information that personally identifies you ("Personal Information"). Personal Information may include the following categories of information: (1) Contact Data (such as your name, mailing address, and e-mail address); (2) Financial Data (such as your account or credit card number); and (3) Demographic Data (such as your zip code and age). If you communicate with us by email, post messages to any of our chat groups, bulletin boards, or forums, or otherwise complete online forms, surveys, or contest entries, any information provided may be collected as Personal Information.

Traffic Data Collected. We may automatically track and collect the following categories of information when you visit our Site: (1) IP addresses; (2) domain servers; (3) types of computers accessing the Site; and (4) types of web browsers used to access the Site (collectively "Traffic Data"). Traffic Data is anonymous information that does not personally identify you but is helpful for improving your experience on the Site.

ii. Uses of Information Collected

We may use your Personal Information to send you information about our company and our products or services or to contact you when necessary. We may also share your Personal Information with our partners who may contact you about goods and services they offer. We use your Financial Data only to verify your qualifications for certain products or services and to bill you for products and services. We do not use your Financial Data for any other purpose.

iii. Cookies and Web Beacons

Cookies and web beacons are small text files that are stored on your computer when you visit certain web pages. Instant Checkmate collects information through cookies and web beacons about your web browsing activities such as the address of the page you are visiting, the address of the referrer page you previously visited, the time you are viewing the page, your browsing environment, and your display settings. We may use cookies and web beacons on our Site for the following purposes:

- Understanding traffic patterns and the number of visitors to the Site and other websites that we partner with;
- Understanding how you use and interact with the Site;
- Improving Instant Checkmate products and services;
- Optimizing your experience on the Site;
- Providing anonymous individual or aggregate auditing, research, modeling, and reporting for our advertisers and other partners;
- Storing your password so you do not have to re-enter it each time you visit the Site;
- Providing you with relevant advertising and content; and
- Managing our Site.

Please note that cookies may be placed by a third party service provider who performs these functions for us. These third parties may have their own privacy policies.

iv. Sharing of Personal Information

We may share Personal Information with advertisers and other third parties. The other parties with whom we share Personal Information may send information to you about products or services. We do not share your Financial Data with these third parties. We may share Financial Data with business partners who assist us by performing core services (such as hosting, billing, fulfillment, or data storage and security) related to our operation of the Site. Those business partners agree to uphold the same standards of security and confidentiality described in this Privacy Policy, and they will only use your Financial Data to carry out their specific business obligations to Instant Checkmate.

If you do not want us to share your Personal Information with any third parties, please email us at privacy@instantcheckmate.com or select the "opt out" box on our online forms. In addition, we maintain a procedure for you to review and request changes to your Personal Information, described below.

v. Internet Based Ads

We may also share Traffic Data with advertisers and other third parties who may use it for advertising purposes, including to serve targeted advertising on non-affiliated third party sites. Some of those ads may be personalized, meaning that they are intended to be relevant to you based on information about your online activities on the Site or other websites over time. For example, anonymous information collected across multiple sites may enable the ad network to predict your preferences and show you ads that are likely to be of interest to you. Please note that we do not share any information that identifies you personally with the third party service providers who serve ads on our behalf. To opt out of these types of ads, please visit the Network Advertising Initiative for information about how to opt-out of interest-based advertising by their members. See <http://www.networkadvertising.org> for general information about the NAI and http://www.networkadvertising.org/managing/opt_out.asp for the opt-out page. You may also visit <http://www.aboutads.info/consumers/> to learn about interest based advertising and how to opt-out from online behavioral ads served by some or all participating companies.

If we or some or all of our assets are acquired by another company, including through a sale in connection with a bankruptcy, that company will possess the information collected by us, and it will assume the rights and obligations regarding your Personal Information as described in this Privacy Policy.

We may disclose Personal Information or other data to comply with law or legal requirements, enforce or apply our Terms of Use and other agreements, or protect our rights, property, the safety of our users, or others.

vi. Email Marketing

By submitting your email address via the Site, you are expressly consenting to receive emails from Instant Checkmate, including from Instant Checkmate's affiliates, and from third parties concerning offers and advertisements unrelated to Instant Checkmate. To opt-out of receiving email messages from us, from our affiliates or from other third parties, click on the "Unsubscribe" link contained in each email.

vii. Contests, Sweepstakes, Surveys

Instant Checkmate may conduct or co-sponsor contests, sweepstakes, or other offerings. In such circumstances, the information we obtain from you may be shared with our co-sponsor. Our co-sponsors will have the right to use your information for their own purposes, in accordance with their own privacy policies. If you do not wish for the information we obtain from you to be shared with our co-sponsor, please do not participate in these offerings.

3. Confidentiality and Security of Personal Information

i. User Ability to Access, Update, and Correct Personal Information

At any time you may contact Instant Checkmate via email at privacy@instantcheckmate.com to update your Personal Information or request that your Personal Information no longer be shared by Instant Checkmate. In the case that your credit card, user name, or password is lost, stolen, or used without permission, promptly contact Instant Checkmate at privacy@instantcheckmate.com to update the Personal Information we have on file for you.

ii. Your California Privacy Rights

Instant Checkmate may make your Personal Information available to third parties for their marketing purposes as described in this Privacy Policy. If you do not wish to share your Personal Information in this way, send your request to unsubscribe@instantcheckmate.com.

iii. Security

Instant Checkmate uses reasonable security measures to protect against the loss, misuse, and alteration of the information under Instant Checkmate's control.

4. Public Information

The Site contains links to websites not operated by Instant Checkmate. We are not responsible for the privacy practices or the content of such websites. Please review the privacy policies of each site you visit. We may also make chat rooms, forums, message boards, and news groups available to you. Please understand that any information that is disclosed in these areas becomes accessible to the public. You should exercise caution when deciding to disclose your Personal Information in a public forum.

5. Updates and Changes to Privacy Policy

We reserve the right, at any time and without notice, to update or modify this Privacy Policy, simply by posting such update or modification on the Site. Any such change, update, or modification will be effective immediately upon posting on the Site. Your consent to such changes through your continued use of the Site.

If you have questions about this Privacy Policy or want to contact us, please send an email to privacy@instantcheckmate.com or write to us at:

Instant Checkmate
4330 S Valley View Blvd, Ste 118
Las Vegas, NV 89103-4052

Get Started Now: Search for Someone You Know...

First Name	Last Name	State	
<input type="text" value="First Name"/>	<input type="text" value="Last Name"/>	<input type="text" value="Any State"/>	<input type="button" value="Q Search"/>

Search Our Index of Common Last Names

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
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Questions and Member Care

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Verified as secure in Chrome



WARNING: This background report may be graphic. We do not censor our reports. We try to provide information responsibly. Please do not abuse this tool, or we could be forced to take it offline. Do not use this service or the information it provides to make decisions about consumer credit, employment, insurance, tenant screening, or any other purpose that would require FCRA compliance. The content of the report might surprise you, so please prepare yourself for the unexpected.

Act Now - John Doe's records could be removed at any time.



✓ FINAL STEP: ACTIVATE YOUR ACCOUNT AND UNLOCK YOUR REPORT!



John Doe
39 years old
Los Angeles, CA

Report May Contain:

- Criminal Records
- Address History
- Phone Numbers
- Court Records
- Mugshots
- Contact Info
- Sex Offenses
- Speeding Tickets
- Much More!

Verifying Criminal/Arrest Records



Please wait while we verify *Criminal/Arrest Records* against National Police Databases...

Frequently Asked Questions

How does the billing work?

Billing Details: "To get unlimited reports, select a one-month membership for \$22.86, a three-month membership for \$44.58 (\$14.86/mo), or a six-month membership for \$59.16 (\$9.86/mo). Your membership will automatically renew for the same term unless you cancel before the start of the next term. Instant Checkmate will charge the recurring membership fee of \$22.86, \$44.58, or \$59.16 (depending on the membership option you select) to the same card you use today until you cancel. To cancel, call 1-800-222-8985 24 hours a day.

Why isn't this free?

Unfortunately, we have to pay for the information we provide. Free reports would put us out of business.

How is my report delivered?

After signing up, you can instantly view your report online. You will also have option to download and print!

buy a single report?

Pick your Package

- ☒ **Recommended** **MOST POPULAR!** **\$22.86/mo***
1 Month of **UNLIMITED** Reports
- ☐ **Moderate Users** **\$14.86/mo***
3 Months of **UNLIMITED** Reports (\$44.58 Today)
- ☐ **Power Users** **\$9.86/mo***
6 Months of **UNLIMITED** Reports (\$59.16 Today)

Payment Information



Security is Our Top Priority

This website utilizes some of the most advanced techniques to protect your information and ensure your transaction is secure.

First Name:

competitors charge more for a single report than we charge for a month of unlimited reports! Why settle?

What comes in my report?

Instant Checkmate's Standard Report contains, where available, a person's date of birth, phone numbers, address history, related persons, arrest records, court records, government license information, social media profiles including email addresses, and nearby sex offenders. A subscription with Instant Checkmate allows you to obtain unlimited Standard Reports about persons during your subscription period. After subscribing, you will also have the opportunity to upgrade your Standard Report to a Premium Report, which will supply additional and supplemental data about a person, for \$19.99.

Where do your criminal records come from?

Our criminal records are compiled from state, federal, and local databases. Our Standard Reports use two separate data sources that we cross reference to ensure accuracy.



Your Satisfaction is Important to Us!

If at any time you are dissatisfied with our product, call our Member Care number at 800-222-8985 and we'll do our best to make you happy.

FELONIES • MISDEMEANORS • SPEEDING TICKETS • LICENSES • SEX OFFENDERS

Maybe You've heard of us:

AOL

abc

FOX NEWS

YAHOO!

THE HUFFINGTON POST



"No matter how much or long you know somebody, you can always find out something new..."

~ ★ ★ ★ ★ ★ ~

Ralph R.

Last Name:

Email:

Payment Type:

- ☐ Easy Online Checkout
- ☒ Credit Card

Name on Card:

Card Number:

Expiration Date:

07 (Jul)

201!

CVV Code:

☐ I agree to the Instant Checkmate Terms of Use, Limited License, and Privacy Policy. Click "View My Report" to provide your electronic signature authorizing Instant Checkmate to charge your card as described in the Billing Details, including for the automatic renewal of your membership, until you cancel.

☐ I understand and agree that Instant Checkmate is not a "consumer reporting agency," as defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and does not provide "consumer reports," as defined in FCRA. I understand and represent that I am not purchasing and will not use Instant Checkmate's products or services for any purpose in connection with determining a person's eligibility for credit, insurance, employment or for any other eligibility determination subject to FCRA.

[VIEW MY REPORT](#)



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Encrypted Connection

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First Name <input type="text" value="e.g. John"/>	Last Name <input type="text" value="e.g. Smith"/>	State <input type="text" value="Any State"/>	<input type="button" value="SEARCH"/>
---	---	--	---------------------------------------

REMOVE MY INFO

Home > Optout

How Opting Out Works

If you would like to have your information removed from the [InstantCheckmate.com](#) website, please send the required information to either our Mailing Address or Complete the Expedited Optout form below. Once your request is received, your information will be removed from the website within 48 hours.

Please note: While Instant Checkmate takes every reasonable precaution to make sure that all data associated with each request is suppressed, changes to a person's name or address may make it difficult to locate all data associated with that person. If you find that data associated with the individual continues to appear in Instant Checkmate search results, please contact [Customer Service](#).

Option 1) Send Information by Postal Mail

Mail your request to:

Instant Checkmate
 Attn: Opt Out
 4330 S Valley View Blvd, Ste 118
 Las Vegas, NV 89103-4052

Option 2) Expedited Optout

Enter the information of the person you would like opted out of our website into the form below. Remember to enter the information **as it appears on our website**. Please also include any additional details (zip code, date of birth, etc.) that do not appear on our website in order to ensure accurate removal. If there are multiple entries you would like opted out (including a person with the same name but a different address) you will need to make multiple submissions by re-filling out the form. If we have any questions about your submission we will contact you at the email address you provide us below.

First Name: <input type="text"/> Last Name: <input type="text"/> Address: <input type="text"/> City: <input type="text"/> State: <input type="text" value="Select State"/> Zip: <input type="text"/> Email: <input type="text"/> Date of Birth: <input type="text"/>	Additional Locations: <input type="text" value="City"/> <input type="text" value="Select State"/> + Add Another Location That You Have Lived In Possible Relative Names: <input type="text" value="First Name"/> <input type="text" value="Last Name"/> + Add Another Possible Relative Additional Information: <input type="text" value="Notes"/> Please verify you are human: <input type="checkbox"/> I'm not a robot <input type="button" value="Submit"/>
---	---

Get Started Now: Search for Someone You Know...

First Name <input type="text" value="First Name"/>	Last Name <input type="text" value="Last Name"/>	State <input type="text" value="Any State"/>	<input type="button" value="Q Search"/>
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Find Out Who They've Been Texting

Enter any phone number to see who really owns it

Enter Any Phone Number: () -

SEARCH

THIS SEARCH IS 100% CONFIDENTIAL, THE PHONE OWNER WILL NEVER KNOW

Find Out The TRUTH.

[Start Now](#)

If you think your significant other's got a secret, use this tool right now. Lookup an unlimited amount of phone numbers to discover who's REALLY on their contact list - and they'll never know that you searched.



DID YOU KNOW?

You can use Reverse Phone Lookup to...



Check Spam Numbers & Find Out Who's Been Calling



See Who Your Significant Other Has Been Texting



Detailed Results



Unlimited Searches



100% Anonymous

Detailed Results

You don't have to scour the internet to discover the identity of an unknown caller. With Reverse Phone Lookup, the answers you need are just a few clicks away.

- Phone Owners Name
- Carrier Name
- State / Zip
- Latitude / Longitude
- Avg. House Value
- Avg. Household Size



With upgraded nationwide data sources, we're confident that we can provide answers to your concerns about suspicious phone numbers.

 [START SEARCHING NOW](#)



We're Special

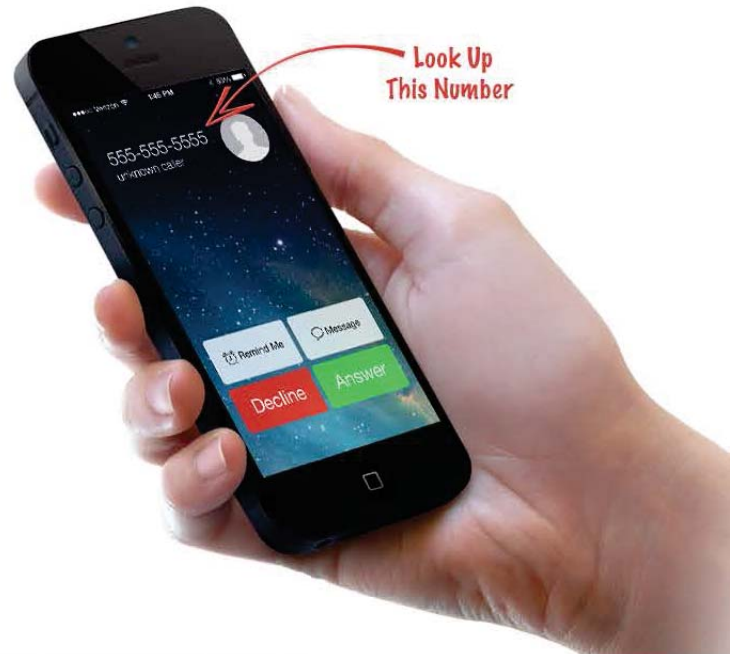
Our custom-built system has proven time and time again why we're the best.

A phone lookup tool you can trust

Instant Checkmate is fully accredited by the Better Business Bureau. Our practices are tested, tried, and true. As an organization, we're proud to uphold the BBB's high standards.



Alleviate fears. Validate existing concerns. Satisfy your curiosity. You don't have to wonder or guess at who's on the other line anymore. Get the truth today.



All Searches Are Totally Confidential

Because we know you want to be discreet, all reverse number lookup searches are completely confidential. You can perform as many searches on as many names and phone numbers as you want, and the people you learn about will never know that you searched for them - something not every phone number lookup service can promise. Get started today!



Know Who's Calling You

Are mysterious numbers calling you at weird times? You don't have to tolerate creepy callers who hide behind anonymity. With Instant Checkmate's reverse phone lookup service, you can find out who's calling you. Our detailed reverse number lookup reports include the identity of the caller, the carrier name, latitude and longitude, and demographic data. Our extensive phone directory includes virtually every number in the U.S., and even some you can't find in your local white pages, so you can uncover exactly who's



Beyond a Reverse Phone Lookup

We offer so much more than just a simple reverse lookup tool for phone numbers. Once you discover who owns the number, you can learn more about the mysterious caller with an online background check. This is a detailed report that includes addresses, criminal information, social media profiles and much more data that you won't find in a phone book. You'll know who they are, where they live, and maybe even learn their criminal history.



Search As Many Times As You Want

Use our reverse directory whenever you want to learn more about a phone number. Did someone give you their cell phone number, but you forgot their name? Use our cell phone lookup to get their full name before you call. You can also use our background check service to learn personal information about almost anybody. Want to reconnect with someone from your past? Just run a background check and you might discover their current address. Do you have someone's name but don't know how to reach that person? Pulling a background report may reveal the person's current phone number. Instant Checkmate members have complete and unrestricted access to our full database of personal information.

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Location Information

View location history of all offenders assigned to you. View location history of all offenders assigned to you. View location history of all offenders assigned to you.

Location History

View location history of all offenders assigned to you. View location history of all offenders assigned to you. View location history of all offenders assigned to you.

Sex Offenders

View location history of all offenders assigned to you. View location history of all offenders assigned to you. View location history of all offenders assigned to you.

Sex Offenders

View location history of all offenders assigned to you. View location history of all offenders assigned to you. View location history of all offenders assigned to you.

Possible Criminal / Arrest Records

View location history of all offenders assigned to you. View location history of all offenders assigned to you. View location history of all offenders assigned to you.

Possible Criminal / Arrest Records

View location history of all offenders assigned to you. View location history of all offenders assigned to you. View location history of all offenders assigned to you.

All of this included in
your report, plus...



SEX OFFENDER DATABASE

Police Records, Court Documents, Contact Information and Much More!

START HERE - Try searching a friend, relative, celebrity, yourself, or someone else you might know...

First Name

e.g. John


Last Name

e.g. Smith

State

Any State

SEARCH

 This connection is confirmed

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A sex offender database is a list of personal information about convicted sex offenders, usually made available to the public. Sex offender databases (also known as sex offender registries) can be private databases, but are more often associated with local and federal sex offender registries. Sex offender databases maintained by individual states are usually connected to The National Sex Offender Registry, which is officially known as the [Drug Sjoedin National Sex Offender Public Database](#).

Sex Offender Registration

Sex offender registration is a system that exists in each state, which was designed to track the whereabouts of convicted sex offenders. Sex offender registries maintain a residential record of convicted sex offenders, including individuals who have already completed their criminal sentences.

Details of an individual's crime are contained within the registry and are accessible to the general public. In most states, registered sex offenders must adhere to certain restrictions that limit where they are allowed to live and work. Sex offenders who are on parole or probation are often subject to additional limitations which do not pertain to other parolees or individuals on probation. Typically, an individual who is on parole or probation for committing a felony, has certain constitutional liberties withheld from them such as the right to own a firearm, and the right to vote. In addition to the loss of these basic freedoms, a convicted sex offender on parole or probation is restricted from the following activities: being in the presence of persons under the age of 18, and residing within a certain proximity to a school or daycare.

History of Sex Offender Databases

Jacob Wetterling Act (1994)

The U.S. Congress enacted a sex offender registration law in 1994 called the Jacob Wetterling Act. The goals of the Jacob Wetterling Act were to increase public safety, deter sex offenders from committing future crimes, and provide law enforcement with additional investigative powers. A series of state laws followed that required communities to be notified of sex offenders living in their jurisdictions. However, at least 100,000 sex offenders (or about one in five) in the U.S. fail to comply with registration requirements and their location is unknown. There is some indication that sex offenders move to states that have the least restrictive registration and notification laws, in order to live in communities with relative anonymity.

Megan's Law (1994)

At the federal level, the Jacob Wetterling Act is known as Megan's Law. This federal law requires states to make private and personal information about registered sex offenders available to the public, but allows states the discretion to establish criteria for disclosure, such as which offenders are likely to re-offend and which ones are not. This discretion granted to each state made previous attempts at national standardization of sex offender databases challenging.

Adam Walsh Act (2006)

The Adam Walsh Child Protection and Safety Act, includes a provision known as the Sex Offender Registration and Notification Act, abbreviated as SORNA. This is a federal mandate that requires all states to revise their sex offender registration laws to conform to federal guidelines. State jurisdictions that don't comply SORNA guidelines face a 10% penalty in their Bureau of Justice Assistance grant. The Adam Walsh act categorizes various sex offenses in tiers.

Tiers of Sex Offenses

Criminal offenses which are considered sex offenses for registration purposes have been broadened under SORNA. Every jurisdiction must decide which tier the infractions of state regulations fit under, and then enact laws that tier each criminal offense accordingly. Violations of state law are tiered in accordance with the federal offenses they are equivalent to.

Tier III Offenses require lifetime registration and quarterly verification, and involve:

- sexual acts involving force or carried out under threat 18 U.S.C. 2241(a)
- sexual acts with one whom the actor causes unconscious, or impairs by drugging or intoxication 18 U.S.C. 2241(b)
- sexual acts with a child under the age of 12 18 U.S.C. 2241(c)
- sexual acts with one who is mentally incapable of appraising, or physically incapable of declining, or communicates unwillingness of the sex act 18

- sexual contact with one who is mentally incapable of appraising, or physically incapable of declining, or communicates unwillingness of the sex act 18 U.S.C. 2242
- sexual contact with a child under the age of 12 18 U.S.C. 2244(c)
- non-parental kidnapping or false imprisonment of minors
- any attempt or conspiracy to commit any of the above
- any new offense committed by a Tier II offender.

Tier II Offenses require registration for 25 years and semiannual verification. It generally consists of non-violent sex offenses, involving minors:

- sex trafficking of minors 18 U.S.C. 1591
- transportation of minors with intent to engage in criminal sexual activity 18 U.S.C. 2423
- coercion and enticement (Mann Act) 18 U.S.C. 2422(b)
- sexual acts with minors age 12-15 18 U.S.C. 2243(a)
- sexual contact with minors age 12-15 18 U.S.C. 2244
- sexual offenses involving those in custody, and the actor has custodial, supervisory, or disciplinary authority 18 U.S.C. 2243(b)
- offenses where minors are used in prostitution
- offenses where minors are used in sexual performance
- offenses involving the production or distribution of child pornography
- any attempt or conspiracy to commit any of the above
- any new offense committed by a Tier I offender

Tier I Offenses require registration for 15 years and annual verification.

This tier is for sex offenses that do not fall into the higher tiers, and includes both [felonies](#) and [misdemeanors](#). States can include any conduct that by nature is a sex offense, although Tier I is generally reserved for nonviolent offenses where the victim has reached the age of consent.

- sexual contact without permission 18 U.S.C. 2244(b)
- offenses involving simple possession of child pornography
- offenses involving public indecency (some states limit this to where the victim is a minor)
- offenses involving voyeurism 18 U.S.C. 1801
- Sex offender registration continues to be applied to offenses in addition to rape, child molestation, and child pornography crimes.

Sex Offender Public Notice

The databases of sex offenders are accessible to the public. Methods of disclosure include community notifications, government websites, or privately maintained third party websites. In America, sex offenders are often categorized into three groups: Level I offenders, who are at low risk to reoffend; Level II offenders, who are at moderate risk to reoffend; and Level III offenders, who are at high risk to reoffend.

Additional Restrictions Beyond Public Notice

Sex offenders who have finished probation or parole can also be governed by constraints far beyond those placed on traditional felons. In many states, sex offenders can not reside within a particular distance of locations where children or families assemble. These places usually include schools, churches, and parks. At times these restrictions also include public venues (stadiums), airports, apartments, malls, stores, shopping centers, and certain neighborhoods (unless for essential business). Some states even restrict the activities of registered sex offenders on Halloween, requiring them to avoid Halloween-related contact with minors and stay at their registered home address from 5PM to 10:30PM, unless they are required to work that evening. Regardless of whether they are at work, offenders must extinguish all outside residential lighting and post a sign stating, "No candy or treats at this residence."

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Contact Us

Questions and Member Care
800.222.8985

Regular Hours:
We're open 24/7
(Holiday hours may vary)

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First Name

e.g. John

Last Name

e.g. Smith

State

Any State

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InstantCheckmate.com Website Terms of Use and Terms & Conditions of Sale

Date of last revision: February 18, 2015

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2) Billing and Services

a) Standard Membership Plans

Instant Checkmate offers three standard Membership Plans. All Membership Plans are billed up front for the entire term selected.

- Standard Membership Plan with a 6-Month Term:** For a standard 6-month Membership Plan, the debit or credit card or other payment account you provide will be billed \$59.16 immediately upon purchase and \$59.16 every 6 months thereafter, unless and until you cancel.
- Standard Membership Plan with a 3-Month Term:** For a standard 3-month Membership Plan, the debit or credit card or other payment account you provide will be billed \$44.58 immediately upon purchase and \$44.58 every 3 months thereafter, unless and until you cancel.
- Standard Membership Plan with a 1-Month Term:** For a standard 1-month Membership Plan, the debit or credit card or other payment account you provide will be billed \$22.86 immediately upon purchase and \$22.86 every month thereafter, unless and until you cancel.

If your payment for a full term is declined due to insufficient funds, Instant Checkmate reserves the right to bill in monthly installments based on the monthly rates associated with the Membership Plan you selected.

b) \$1.00 Trial Membership

If you select a trial Membership Plan ("Trial Membership Plan"), you will be able to try a Membership Plan and its accompanying services for five (5) days from the date of purchase for only \$1.00. If you select a Trial Membership Plan, the debit or credit card or other payment account you provide will be billed \$1.00 immediately upon enrollment, and you will have five (5) days from the time of enrollment to try out Instant Checkmate's Services under the Membership Plan. If you do not cancel your Trial Membership Plan before the expiration of the 5-day trial period, on the 6th day after you enroll, you will automatically be enrolled in a monthly Membership Plan and the card you provided at the time of enrollment in the Trial Membership Plan will be charged \$29.63 immediately and \$29.63 approximately every thirty (30) days thereafter, unless and until you cancel.

c) Nonstandard Membership Plans

Instant Checkmate sometimes offers promotional memberships offers or the opportunity to purchase a single report or several reports for an identified price with no further obligation. If you enroll in a nonstandard Membership Plan, Instant Checkmate expressly reserves the right to bill you at the identified price and based on the terms disclosed at the time of your enroll.

d) Negative Option

BY SIGNING UP FOR A MEMBERSHIP PLAN, YOU AUTHORIZE INSTANT CHECKMATE (AND ITS PARTNERS, AFFILIATES AND/OR AGENTS) TO CHARGE YOUR DEBIT OR CREDIT CARD OR OTHER PAYMENT ACCOUNT THE FEES ASSOCIATED WITH THE MEMBERSHIP PLAN'S TERM, AND YOU ACKNOWLEDGE AND AGREE THAT INSTANT CHECKMATE WILL NOT OBTAIN ADDITIONAL AUTHORIZATION FROM YOU FOR EACH RECURRING FEE CHARGED TO YOUR DEBIT OR CREDIT CARD OR OTHER PAYMENT ACCOUNT. IN ADDITION, YOU AGREE THAT INSTANT CHECKMATE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY OVERDRAFT CHARGES OR FEES WHICH YOU MIGHT INCUR AS A RESULT OF YOUR MEMBERSHIP PLAN. YOU UNDERSTAND AND AGREE THAT IF YOU PURCHASE A MEMBERSHIP PLAN, THIS CONSUMER TRANSACTION INVOLVES A NEGATIVE OPTION, AND YOU MAY BE LIABLE FOR PAYMENT OF FUTURE GOODS AND SERVICES UNDER THESE TERMS IF YOU FAIL TO NOTIFY INSTANT CHECKMATE NOT TO SUPPLY THE GOODS OR SERVICES DESCRIBED

e) Current Pricing and Price Modification

For the most up-to-date pricing and Membership Plan descriptions, please go to <http://www.instantcheckmate.com>. We reserve the right to modify the prices charged for the Membership Plans, or to add or remove any Membership Plans, from the Site at any time without prior notice to you. Price quotes provided to you prior to any price modification shall be honored.

f) Cancellation Policy

You may **cancel any Membership Plan** at any time by going to <http://www.instantcheckmate.com/cancel> or by calling our customer support line at 1-800-222-8985 to speak with one of our Customer Service Representatives. We're open 24/7 (Holiday hours may vary). Any cancellation request will ensure you are not billed further.

g) Refund Policy

Our number one goal at Instant Checkmate is customer satisfaction. If you are ever not satisfied with our Membership Plan and/or Services, feel free to call one of our customer support staff at 1-800-222-8985, and we will work to resolve your issue. We're open 24 hours a day, seven days a week (Holiday hours may vary). Refunds are handled on a case-by-case basis with the ultimate goal of complete customer satisfaction.

h) Taxes

All orders are subject to applicable taxes in the states where the member resides.

i) Discounts and Promotions

Any applicable discounts or promotional prices will be noted at the time of purchase on the checkout page for your order.

j) Billing Errors

If you believe that you have been erroneously billed, please notify our Customer Service Department toll-free at 1-800-222-8985 immediately to notify us of such error.

k) Reversals and Chargebacks

Instant Checkmate considers charge backs and reversals as potential cases of fraudulent use of our Membership Plans and/or theft of Membership Plans and will be treated as such. Instant Checkmate reserves the right of filing a complaint with the appropriate local and federal authorities to investigate. Be advised that all activity and IP address information is being monitored and that this information may be used in a civil and/or criminal case(s) against a customer if there is fraudulent use and or theft of Membership Plans.

3) Orders Placed Through the Site & General Payment Information.

All orders placed through the Site are subject to Instant Checkmate's acceptance. After your order has been placed, we will provide you with an email confirming our receipt of your order and, if your order is accepted, confirming our acceptance of your order. Instant Checkmate may refuse to accept or may cancel any order, whether or not the order has been confirmed, for any or no reason, and without liability to you or anyone else. If your payment card or payment method has already been charged for an order that is later cancelled by Instant Checkmate, Instant Checkmate will issue you a refund. If you do not receive confirmation that your order has been placed, please contact our Customer Service Department at 1-800-222-8985.

While we want everyone to be able to enjoy our Membership Plans, we may, in our sole discretion, not accept an order or limit or cancel quantities purchased per person, per household or per order. Some reasons we may do so include, but are not limited to, the following:

1. Orders that cannot be processed as a result of incorrect or invalid billing or payment information. Be sure to double-check your information when placing an order. We cannot process orders for several reasons including, but not limited to:
 1. Incorrect credit or debit card or other payment account information such as card number, expiration date and card security value;
 2. Incorrect payment method billing information (billing information provided must be the same as what your financial institution has on record);
2. Orders, in our sole discretion, that we suspect to be fraudulent. We reserve the right to cancel or not accept any order that we suspect to have been placed as a result of fraudulent activity. We further reserve the right to cancel or not accept subsequent orders from customers with a previous fraudulent order history; and
3. Orders connected to previous credit card disputes.

If your order has been processed, you may obtain a refund on the Membership Plan you ordered pursuant to the terms of our Refund Policy, which is summarized above.

All fees are payable in United States currency. Instant Checkmate offers several methods of payment for you to purchase Membership Plans, including debit cards and credit cards. If you use PayPal, your payment is subject to PayPal's terms and conditions which can be found at <https://www.paypal.com/us/webapps/mpp/ua/useragreement-full>. Instant Checkmate reserves the right to request additional evidence or proof of billing information or other information associated with the credit or debit card or any other account used to purchase Membership Plans from the Site. In the event that the requested evidence or proof is not provided or is insufficient, we reserve the right to refuse to accept the order. If you believe your credit or debit card or other payment account might have been used in a fraudulent manner to purchase a Membership Plan, please contact our Customer Service Department at 1-800-222-8985.

By ordering a Membership Plan through the Site, you authorize Instant Checkmate to charge your debit or credit card or payment account accordingly. Please be aware that the descriptor (or subject line) that appears on your billing statement will refer to CHKMATE*INSTANTCHECKMATE. If you have any questions about the descriptor on your billing statement, you should call our Customer Service Department toll-free at 1-800-222-8985.

Upon prior email notice to you, Instant Checkmate may change its pricing and/or billing practices. If you do not agree with these changes, you may cancel your Membership Plan, but you will remain responsible for payment of any and all fees that you have already incurred. Continued enrollment in a Membership Plan after receipt of such email notice constitutes consent to any and all such changes. If you fail to make any scheduled payment for a Membership Plan, Instant Checkmate may, in its sole discretion, terminate your membership in the Membership Plan.

4) User Obligations

By installing, accessing, or using this Site you hereby represent that you will, at all times, provide true, accurate, current, and complete information when submitting information to this Site, including, without limitation, when you provide any information to Instant Checkmate via an email or any registration or submission form found on the Site. If you provide any false, inaccurate, untrue, or incomplete information, Instant Checkmate reserves the right, in its sole discretion, to immediately and without notice terminate your access to and use of this Site and/or cancel any of your pending purchases or registrations with Instant Checkmate. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of this Site. You also acknowledge and agree that use of the Internet and this Site are solely at your own risk. While Instant Checkmate has endeavored to create a secure and reliable Site, the confidentiality of any communication or material transmitted to/from the Site over the Internet or any other form of global communication network cannot be guaranteed. Accordingly, Instant Checkmate is not to any degree responsible or liable for the security of any information transmitted via the Internet, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information. You must make your own determination as to these issues.

5) Removing Your Information

Due to the nature of public record information, the public records and commercially available data sources used in connection with the Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The Services are not the source of data, nor are they a comprehensive compilation of the data. If you would like to remove your information from our Site, please visit our [Remove My Info](#) page or contact our Customer Service Department toll free at 1-800-222-8985.

6) Fair Credit Reporting Act (FCRA) Notice

Instant Checkmate IS NOT A CREDIT REPORTING AGENCY ("CRA") FOR PURPOSES OF THE FAIR CREDIT REPORTING ACT ("FCRA"), 15 USC §§ 1681 et seq. AS SUCH, THE ADDITIONAL PROTECTIONS AFFORDED TO CONSUMERS, AND OBLIGATIONS PLACED UPON CREDIT REPORTING AGENCIES, ARE NOT CONTEMPLATED BY, NOR CONTAINED WITHIN, THESE TERMS.

You may not use any information obtained from Instant Checkmate in connection with its Services to determine a prospective candidate's suitability for:

- Health insurance or any other insurance;

- Credit and/or loans,
- Employment,
- Education, scholarships or fellowships,
- Housing or other accommodations, or
- Benefits, privileges or services provided by any business establishment.

The information provided by Instant Checkmate in connection with its Services has not been collected in whole or in part for the purpose of furnishing consumer reports, as defined in the FCRA. According to applicable law, you are not permitted to use any of this information as a factor in: (a) establishing an individual's eligibility for personal credit, loans, insurance or assessing risks associated with existing consumer credit obligations; (b) evaluating an individual for employment, promotion, reassignment or retention (including employment of household workers such as babysitters, cleaning personnel, nannies, contractors, and other individuals); (c) evaluating an individual for educational opportunities, scholarships or fellowships; (d) evaluating an individual's eligibility for a license or other benefit granted by a government agency or (e) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including, without limitation, apartment rental, check-cashing, or the opening of a deposit or transaction account. You also agree that you shall not use any of the information you receive in connection with Instant Checkmate's Services to take any "adverse action," as that term is defined in the FCRA; you have appropriate knowledge of the FCRA; and, if necessary, you will consult with an attorney to ensure compliance with these Terms.

7) Postings and Permission to Use Postings.

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- anything that interferes with or disrupts the operation of the Site and/or Instant Checkmate Social Media Page,
- statements or material that defames, harasses, abuses, stalks, threatens, intimidates, or in any way infringes on the rights of others,
- unauthorized copyrighted materials or any other material that infringes on the intellectual property rights, trade secrets, or privacy of others,
- statements or material that encourages criminal conduct or that would give rise to civil liability or otherwise violates any law or regulation in any jurisdiction,
- statements or material that contains vulgar, obscene, profane, or otherwise objectionable language or images that typically would not be considered socially or professionally responsible or appropriate in person,
- statements or material that impersonates any other person or entity, whether actual or fictitious, including, without limitation, employees and representatives of Instant Checkmate,
- statements or material that misrepresents your affiliation with any entity and/or Instant Checkmate,
- statements or material that constitutes junk mail, spam, or unauthorized advertising or promotional materials, or
- statements or material that are "off-topic" for a designated Forum.

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d) Notwithstanding anything in these Terms to the contrary, Instant Checkmate or Instant Checkmate's data provider shall own your search inquiry data used to access the Services (in the past or future) and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations, and Instant Checkmate's Privacy Policy.

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10) Submissions.

Instant Checkmate welcomes your feedback and suggestions about how to improve the Site and/or the events, programs, Information and Materials, Services, and/or Membership Plans of Instant Checkmate. By transmitting any suggestions, information, material, or other content (collectively, "feedback") to Instant Checkmate, you represent and warrant that such feedback does not infringe, misappropriate, and/or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey such feedback to Instant Checkmate. In addition, any feedback received through this Site will be deemed to include a royalty-free, irrevocable, transferable, sublicensable, non-exclusive right and license, for a period of ten (10) years, renewable at Instant Checkmate's option, for Instant Checkmate to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part)

11) Site Security.

Actual or attempted unauthorized use of the Site may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986. Instant Checkmate reserves the unqualified right to view, monitor, and record activity on the Site without any notice to or permission from you. Any information obtained by monitoring, reviewing, or recording your use of the Site is subject to review by law enforcement organizations in the sole and absolute discretion of Instant Checkmate. Instant Checkmate will also comply with all legally binding requests for such information including, without limitation, the provision of information pursuant to a court order. In addition to the foregoing, and in its sole and absolute discretion, Instant Checkmate reserves the right, to at any time and without advance notice, modify, suspend, terminate, or temporarily interrupt operation of or access to the Site or any portion thereof.

12) Disclaimer of Warranties.

- a) INSTANT CHECKMATE DOES NOT GUARANTEE THE ACCURACY OF INFORMATION FOUND ON THE SITE OR THROUGH THE SERVICES. USE OF THE SITE, THE SERVICES AND ANY DATA ACCESSED WHILE USING THE SITE OR THE SERVICES IS AT YOUR SOLE RISK. THE SITE, THE SERVICES AND ALL CONTENTS OF EACH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.
- b) INSTANT CHECKMATE DOES NOT WARRANT THAT THE SITE OR SERVICES WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE SITE OR SERVICES WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE SITE OR SERVICES WILL BE CORRECTED, OR THAT THE SITE OR SERVICES ARE COMPATIBLE WITH ANY PARTICULAR PLATFORM. INSTANT CHECKMATE IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE SITE OR SERVICES.
- c) INSTANT CHECKMATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE MATERIALS ON THIS SITE OR SERVICES IN TERMS OF THEIR TIMELINESS, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. WHILE INSTANT CHECKMATE MAKES REASONABLE EFFORTS TO PROVIDE ACCURATE AND TIMELY INFORMATION ON THE SITE, YOU SHOULD NOT ASSUME THAT THE INFORMATION PROVIDED IS ALWAYS UP TO DATE OR THAT THE SITE CONTAINS ALL THE RELEVANT INFORMATION AVAILABLE. INSTANT CHECKMATE UNDERTAKES NO OBLIGATION TO VERIFY OR MAINTAIN THE CURRENCY OF SUCH INFORMATION.
- d) INSTANT CHECKMATE DOES NOT REPRESENT THAT THE SITE, THE SERVICES OR ANY DATA ACCESSED WHILE USING THE SITE OR THE SERVICES IS APPROPRIATE OR AVAILABLE FOR USE OUTSIDE THE UNITED STATES.
- e) YOU ACKNOWLEDGE AND AGREE THAT INSTANT CHECKMATE OBTAINS ITS DATA PROVIDED IN CONNECTION WITH ITS SERVICES FROM THIRD-PARTY SOURCES, WHICH MAY OR MAY NOT BE COMPLETELY THOROUGH AND ACCURATE, AND THAT YOU SHALL NOT RELY ON INSTANT CHECKMATE FOR THE ACCURACY OR COMPLETENESS OF INFORMATION SUPPLIED IN CONNECTION WITH ITS SERVICES. WITHOUT LIMITING THE FOREGOING, THE CRIMINAL RECORD DATA THAT MAY BE PROVIDED BY INSTANT CHECKMATE IN CONNECTION WITH ITS SERVICES MAY INCLUDE RECORDS THAT HAVE BEEN EXPUNGED, SEALED, OR OTHERWISE HAVE BECOME INACCESSIBLE TO THE PUBLIC SINCE THE DATE ON WHICH THE DATA WAS LAST UPDATED OR COLLECTED. YOU UNDERSTAND THAT YOU MAY BE RESTRICTED FROM ACCESSING CERTAIN INFORMATION AND MATERIALS WHICH MAY BE OTHERWISE AVAILABLE. INSTANT CHECKMATE RESERVES THE RIGHT TO ADD MATERIALS AND FEATURES TO, AND TO DISCONTINUE OFFERING ANY OF THE MATERIALS AND FEATURES THAT ARE CURRENTLY A PART OF ITS SERVICES PROVIDED IN CONNECTION WITH A MEMBERSHIP PLAN.
- f) INSTANT CHECKMATE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SITE, THE SERVICES AND ANY DATA ACCESSED WHILE USING THE SITE OR THE SERVICES, OR THE ACCURACY, TIMELINESS, COMPLETENESS, OR ADEQUACY OF THE SITE, THE SERVICES AND ANY DATA ACCESSED WHILE USING THE SITE OR THE SERVICES, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13) Limitation of Liability.

- a) INSTANT CHECKMATE IS NOT LIABLE TO YOU FOR CLAIMS OR LIABILITIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE SITE OR SERVICES BY YOU OR BY THIRD PARTIES OR ARISING OUT OF OR RELATED TO ANY THIRD-PARTY SOFTWARE, ANY DATA ACCESSED WHILE USING THE SITE OR SERVICES, YOUR USE OR INABILITY TO USE OR ACCESS THE SITE OR SERVICES, WHETHER SUCH DAMAGE CLAIMS ARE BROUGHT UNDER ANY THEORY OF LAW OR EQUITY EVEN IF YOU HAVE ADVISED INSTANT CHECKMATE IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, INJURY TO PERSON OR PROPERTY, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR PERSONAL INFORMATION.
- b) IF, NOTWITHSTANDING THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, INSTANT CHECKMATE IS FOUND LIABLE UNDER ANY THEORY, INSTANT CHECKMATE'S LIABILITY UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SITE AND THE SERVICES AND YOUR EXCLUSIVE REMEDY WILL BE LIMITED TO MONEY DAMAGES NOT TO EXCEED \$100.
- c) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AS SET FORTH IN SECTIONS 12 AND 13. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH IN SECTIONS 12 AND 13 MAY NOT APPLY TO YOU. IN SUCH CASE, THE TERMS OF SECTION 17(E) (SEVERABILITY) BELOW WILL APPLY.

14) Indemnification.

You will defend, indemnify and hold Instant Checkmate and its affiliates, their employees, contractors, agents, representatives, shareholders, officers, directors, co-branders, content licensors, and/or other partners harmless from any liability, claim, expense, or demand, including attorneys' fees and costs, made by any third party in connection with or arising out of your use of the Site, your violation of any terms of these Terms, your violation of applicable laws, or your violation of any rights of another person or entity. Instant Checkmate reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Instant Checkmate in asserting any available defenses.

15) Arbitration and Class Action Waiver.

a) EXCEPT WHERE PROHIBITED BY LAW, YOU AND INSTANT CHECKMATE UNDERSTAND AND AGREE THAT ALL CLAIMS, DISPUTES OR CONTROVERSIES BETWEEN YOU AND Instant Checkmate, ITS PARENTS, AFFILIATES, SUBSIDIARIES OR RELATED COMPANIES (INCLUDING DISPUTES AGAINST ANY AGENT, EMPLOYEE, SUBSIDIARY, AFFILIATE, PREDECESSOR IN INTEREST, SUCCESSOR, OR ASSIGN OF THE OTHER) RELATING TO THE SITE, THE INFORMATION AND MATERIALS PUBLISHED BY INSTANT CHECKMATE ON OR THROUGH THE SITE, ANY TRANSACTION OR RELATIONSHIP BETWEEN US RESULTING FROM YOUR USE OF THE SITE, COMMUNICATIONS BETWEEN US, OR THE PURCHASE, ORDER, OR USE OF OUR MEMBERSHIP PLANS, THE INFORMATION PROVIDED IN CONNECTION WITH OUR MEMBERSHIP PLANS, AND YOUR USE OF OUR SERVICES, INCLUDING, WITHOUT LIMITATION, TORT AND CONTRACT CLAIMS, CLAIMS BASED UPON ANY FEDERAL, STATE OR LOCAL STATUTE, LAW, ORDER, ORDINANCE OR REGULATION, AND THE ISSUE OF ARBITRABILITY, SHALL BE RESOLVED BY THE FINAL AND BINDING ARBITRATION PROCEDURES SET BELOW. THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY SUCH CLAIMS SHALL BE BROUGHT SOLELY IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE PROCEEDING, OR PRIVATE ATTORNEY GENERAL CAPACITY. THE PARTIES FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL. ANY CONTROVERSY CONCERNING WHETHER A DISPUTE IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR AND NOT BY THE COURT. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY A NEVADA STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF. THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA").

The following procedures shall apply:

- i) Any party that intends to make a claim shall first notify the opposing party in writing of such intention and shall describe in such notice, with reasonable particularity, the nature and basis of such claim, and the total amount of the claim. Within thirty (30) days of receipt of such notice, the party receiving notice of a claim shall provide a written response which, with reasonable particularity, sets forth its position concerning the claim. If the parties are unable to resolve the dispute arising from the claim by good faith negotiations to be conducted within the thirty (30)-day period following the written response, either of them may initiate binding arbitration pursuant to the terms and conditions set forth herein.
- ii) In the event a party elects to proceed with binding arbitration, it shall provide written notice thereof to the other party by registered or certified mail. The arbitration shall be conducted by Judicate West, and shall be conducted using the then current Judicate West commercial rules and regulations (except as varied by this agreement). The arbitration shall take place in San Diego, CA, but may proceed telephonically in the event the total amount of the claim does not exceed \$2,500 U.S. dollars (if the claimant so chooses).
- iii) Payment of all filing, administration, and arbitrator fees will be governed by Judicate West's rules.
- iv) If for any reason Judicate West is unavailable, the parties shall mutually select another arbitration forum.

BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL. In arbitration, a dispute is resolved by a neutral arbitrator or panel of arbitrators, rather than by a judge or jury. Arbitration is more informal than a court trial; however, an arbitrator can award the same relief that a court can award.

Separate and apart from the agreement to arbitrate set forth above, the parties hereby independently waive any right to bring or participate in any class action in any way related to, or arising from, this agreement. You acknowledge that this class action waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from the agreement to arbitrate claims. If any portion of this class action waiver is limited, voided, or cannot be enforced, then the parties' agreement to arbitrate shall be null and void. **YOU UNDERSTAND THAT BY AGREEING TO THIS ARBITRATION AGREEMENT, WHICH CONTAINS THIS CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST INSTANT CHECKMATE, ITS AGENTS, OFFICERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS AND/OR ASSIGNS IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU DO NOT AGREE TO THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, YOU MUST TELL US IN WRITING AND NOT USE OUR SITE, SERVICES, OR MEMBERSHIP PLANS.**

16) Privacy Policy.

You hereby understand, acknowledge, and agree that the operation of certain portions of the Site and/or the receipt of certain information or benefits may require the submission, use, and dissemination of certain personally identifiable information. Accordingly, if you wish to access and use those areas of the Site, and/or receive such information or benefits, you hereby acknowledge and agree that your use of this Site will constitute acceptance of Instant Checkmate's personally identifiable information collection and use practices. Please see Instant Checkmate's Privacy Policy for a summary of Instant Checkmate's personally identifiable information collection and use practices. Instant Checkmate's Privacy Policy is located at http://www.instantcheckmate.com/privacy_policy.

17) Miscellaneous.

- a) Complete Agreement. The Terms, the [Privacy Policy](#) and the [Limited License](#) constitute the entire understanding between Instant Checkmate and you respecting use of the Site and its Services, superseding all prior agreements between you and Instant Checkmate. If there is any conflict between these Terms and those in the Privacy Policy, these Terms will control, except to the extent that the Privacy Policy imposes additional restrictions and liabilities on your actions. If there is any conflict between these Terms and those in the Limited License, the terms of the Limited License will control, except to the extent that these Terms impose additional restrictions and liabilities on your actions.
- b) Governing Law; Jurisdiction; Attorneys' Fees. This Site (excluding linked sites) is controlled by us from our office in Nevada, United States of America. Although a purchase or subscription of a Membership Plan from outside the United States is strictly prohibited, the Site can be accessed worldwide. As each of these jurisdictions has laws and regulations that may differ from those of Nevada, by accessing this Site or purchasing, subscribing, or otherwise using the Services, you and Instant Checkmate agree that the laws of Nevada (except for conflicts of laws principles) will apply to all matters relating to use of this Site. If for any reason, the arbitration provision required above is deemed inapplicable or unenforceable, exclusive jurisdiction must lie with the courts of Nevada in the county of Clark for all disputes, actions or proceedings arising out of or relating to your use of the Site. In any dispute that arises out of the relationship of Instant Checkmate and you, including tort claims, the prevailing party will be entitled to attorneys' fees and costs.
- c) English Language Controls. These English-language Terms are Instant Checkmate's official agreement with users of this Site. In case of any inconsistency between these Terms and its translation into another language, this English-language document controls. A printed version of these Terms and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms, or Instant Checkmate's information and materials, events, Membership Plans and/or Services accessed or purchased through this Site, to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- d) Severability. If a provision of these Terms is held to be illegal, invalid or unenforceable, then: (i) it must be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of these Terms must not be affected or impaired.
- e) Waiver. No failure or delay on the part of Instant Checkmate in exercising any right, power or remedy under these Terms may operate as a waiver, nor may any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy, or the exercise of any other right, power or remedy under these Terms.
- f) Term and Termination. These Terms will take effect (or shall re-take effect) at the time you click "I ACCEPT", submit information through this Site, respond to a request for information, complete a purchase, select a method of payment, enter in payment method information, and/or begin installing, accessing, or using the Site, whichever is earliest. Instant Checkmate reserves the right at any time and without notice to deny you access to the Site or to any portion thereof and to terminate your rights under these Terms, in its sole and absolute discretion. Your rights under these Terms will terminate automatically if you fail to comply with these Terms, subject to the survival rights of certain provisions identified below. Termination will be effective without notice. Upon termination, you must promptly destroy all copies of any aspect of the Site in your possession. The provisions concerning permission to use postings, proprietary and intellectual property rights, submissions, indemnity, disclaimers of warranty and liability, admissibility of these Terms, and governing law will survive the termination of these Terms for any reason.

18) ACKNOWLEDGEMENT.

BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND AGREE TO BE BOUND BY THEM.

19) Contact Information.

If you have questions about these Terms or want to contact us, please send an email to support@instantcheckmate.com or write to us at:

Instant Checkmate
4330 S Valley View Blvd., Ste 118
Las Vegas, NV 89103-4052

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Contact Us



Questions and Member Care

800.222.8985

Regular Hours:

We're open 24/7
(Holiday hours may vary)



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