

**SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

1. **SERVICES PROVIDED:** Accredited Background Checks, Inc. agrees to furnish to Client investigative reports and other information (“consumer report”) on job applicants/employees, as requested by the Client. Client certifies that the of this employment screening service is to obtain investigative reports in connection with the evaluation of individuals, for employment, promotion, reassignment or retention as an employee. Clients shall request investigative reports from time to time, pursuant to procedures prescribed, for reasons listed above and no other purpose. The investigative reports Description of Searches, Addendum A (subject to change); include public and non-public reports provided by government and private entities. Accredited Background Checks, Inc. will provide Client with sample letters, pro forma documents and consent forms to as complying with its obligations under the Fair Credit Reporting Act (FCRA), as well as those applicable to state law Accredited Background Checks, Inc. or that Accredited Background Checks, Inc. becomes aware of in the ordinary course of business from the Client. Accredited Background Checks, Inc. does not warrant the accuracy or completeness of these documents and encouraged to have them reviewed by its counsel before proceeding to use them.

Accredited Background Checks, Inc. will use its best efforts to deliver the consumer reports requested in an expeditious manner Accredited Background Checks, Inc. shall have no obligation or liability to Client for any delay or failure to deliver cons caused by the parties providing data or information to Accredited Background Checks, Inc., or by any other third-party. Accredited Background Checks, Inc. is a federally regulated Consumer Reporting Agency (CRA) as defined by the Fair Credit Reporting purpose of providing pre-employment screening information in accordance with all applicable guidelines and confidentiality as stipulated within applicable statutes.

2. **DISCLAIMER OF WARRANTY/LIMITATION OF LIABILITY:** The consumer report obtained by Accredited Background Checks, Inc. is derived from databases and records, that have been created and maintained by various government agencies, private companies, and other contributors that are not under the control of Accredited Background Checks, Inc.. Responsibility for the accuracy of the information contained in the consumer report and these databases and records rests solely in the contributor. The Client waives any and all claim or claims against Accredited Background Checks, Inc. arising out of or related to the accuracy of the consumer report, databases and records that Accredited Background Checks, Inc. obtains the information in it’s consumer reports from various 3<sup>rd</sup> parties “as is” and Accredited Background Checks, Inc. makes no representation or warranty as to the accuracy, validity or completeness of any information related to the consumer report provided.

3. **CLIENT’S ACKNOWLEDGMENT OF COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT:** Client certifies that it is properly licensed for business and is the End User. Client acknowledges that the consumer reports are furnished in strict confidence for the exclusive use by the Client only for the purposes of direct employment, work to be performed under contract, volunteer work or position, promotion and/or reassignment. No other permitted uses are implied or intended and the consumer reports shall not be reproduced or resold in whole or part in any manner whatsoever.

The Fair Credit Reporting Act (FCRA) governs the activities of consumer reporting agencies, as well as the information procured from these agencies. A consumer report contains information on a job applicant/employee character, reputation, and other personal data; therefore, use of such information is strictly regulated by the FCRA. Among other things, the FCRA prohibits employers from obtaining consumer reports unless the employer discloses to the applicant, in such a report may be acquired, and obtains the written authorization of the applicant/employee to inquire into this information. The FCRA also requires

employers to take additional steps when they make an employment decision based in whole or part on the background information. These steps are intended to give the applicant the opportunity to information contained in the background or consumer report. See Addendum C, FCRA Compliance Flow Chart. Unless requested by a client or by government regulation, Accredited Background Checks, Inc. will provide the criminal records for a minimum of seven years. Accredited Background Checks, Inc. urges all employers to review the restrictions and requirements of the FCRA. The Act's citation is Public Law 91-508, Title 15, U.S.C. Sections 1681, et seq. Please note, particularly, the Permissible Purposes of Reports, as well as requirements on Users of Consumer Reports and Obtaining Information Under False Pretenses.

a. Permissible Purposes: By signing this document, Client certifies that it is requesting Accredited Background Checks, Inc. to provide screening services only for the purposes Indicated below and for no other purposes. Please check the permissible purpose(s) for which this data will be used:

#### **SELECT YOUR PERMISSIBLE PURPOSES**

Employment Screening

b. Applicant's Authorization Obtained: By signing this document, Client certifies that prior to requesting Accredited Background Checks, Inc. to provide screening services for employment purposes on an applicant/employee, it has provided the applicant/employee with a clear and conspicuous written disclosure, in a document consisting solely of the disclosure, that a consumer report is being requested for employment purposes, and it has obtained the written authorization from the applicant/employer to obtain a consumer report for employment purposes.

c. Pre-Adverse Action: By signing this document, Client certifies that before taking adverse action (e.g., refusing to hire or promote an applicant/employee), based in whole or part on information contained in the consumer report, it will first:

I. Provide the applicant/employee with a copy of the consumer report;

II. Provide the applicant/employee with a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act", in the format approved by the Federal Trade Commission (FTC). A copy of this notice may be obtained from the FTC website at [www.ftc.gov/credit](http://www.ftc.gov/credit) or from Accredited Background Checks, Inc.; and

III. Provide the applicant with ample time to dispute any information contained in the consumer report.

d. Adverse Action: By signing this document, Client certifies that after providing the applicant/employee with the PreAdverse Action information contained above, and after it has given the applicant/employee "ample time" to dispute the information, the Client will send the applicant a follow-up notification that the Client is taking adverse action(e.g.,refusing to hire or promote an applicant/employee) based on the information contained in the consumer report.

e. Client certifies that it will comply with all applicable state laws concerning consumer reports. If Client is a California, Minnesota or Oklahoma-based employer, Client certifies that it will also provide applicants copies of their report in compliance with CA Codes 1785.20.5, 1786.16(a)(5)(b)(1), & 1786.22; MN Code 13C Subdivision 2; OK Code 24 O.S. §148.

f. Confidentiality and Use of Information: By signing this document, Client certifies that it acknowledges the sensitivity and confidentiality of the information contained in the consumer report and Client agrees that information obtained from a consumer report will not be used in violation of any applicable state or federal equal employment opportunity laws. Accredited Background Checks, Inc. suggests a minimum of a six (6) year record retention policy for Clients for any record arising out of or relating to a consumer report provided by Accredited Background Checks, Inc., including without limitation the applicant's resume, the applicant's, employment application, any background check form completed by the applicant, the background check disclosure form, the background check authorization form, the completed background check, any

communication relating to the background check and hiring decision, any adverse action notices provided to the applicant, and communication relating to any applicant dispute of information contained in the background check. This suggested record retention policy would be applicable regardless of whether the record retained is a paper or electronic record.

g. Indemnification/Hold Harmless: By signing this document, Client acknowledges that it has read and understands the requirements of the Fair Credit Reporting Act, Client agrees that it will comply with all such requirements, and Client agrees that it shall defend, indemnify and hold Accredited Background Checks, Inc., its directors, officers, employees, agents, successors and assigns, harmless from any and all claims, liability, costs or damages whatsoever arising out of or related to Client's failure to comply with the requirements of the FCRA. Client further agrees that it shall defend, indemnify and hold Accredited Background Checks, Inc., its directors, officers, employees, agents, researchers and researchers' affiliates, successors and assigns, harmless from any and all claims, liability or damages whatsoever arising out of or related to the accuracy or use of the services or data provided under this Agreement.

4. PAYMENT REQUIREMENTS/COLLECTION: Client agrees to pay Accredited Background Checks, Inc. the applicable charges for the various services rendered to Client. Client agrees to pay all applicable charges within thirty (30) days of date of invoice. Any invoice 30 days or more past due will be charged to the credit card maintained on file. In the event that collection or legal efforts are initiated for payments due, the client will be responsible for all collection and legal fees associated with any and all collection efforts.

5. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Orlando, FL in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

6. ATTORNEYS FEES AND COSTS: In the event a dispute arises with respect to this Agreement, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses incurred in ascertaining such party's rights, and in preparing to enforce, or in enforcing such party's rights under this Agreement, whether or not it was necessary for such party to institute suit or submit the dispute to arbitration.

7. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of Florida.

8. WAIVER: The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement will not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

9. SUCCESSORS: This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties.

10. CANCELLATION: Client can cancel the account with Accredited Background Checks, Inc. by sending notification in writing two weeks in advance. However, Client is obligated and must adhere to the FCRA despite cancellation. Accredited Background Checks, Inc. recommends that all Disclosure and Release forms be kept on file in a secure location for a period of at least six (6) years