FactFinders

FactFinders Investigations, LLC
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BACKGROUND SCREENING END USER AGREEMENT

The purpose of this document is to meet the minimal requirements to conduct business with FactFinders Investigations LLC (“FactFinders”), a Consumer Reporting Agency (“CRA”). FactFinders shall be responsible only for the content of, and the methods of, obtaining the information supplied to the Client in a Consumer Report and not for the usage of that information. The Client agrees to defend, indemnify, and hold FactFinders harmless from any and all legal actions, losses, claims, demands, liabilities, causes of action, cost or expenses imposed upon FactFinders as a result of Client’s utilization of information supplied by FactFinders in the Consumer Report.

Notice Acknowledgements
Client acknowledges receipt of all required notices required by the FCRA including:
· The Notice to Users of Consumer Reports: Obligations of Users under the FCRA
· A Summary of Your Rights Under the Fair Credit Reporting Act
· Remedying the Effects of Identity Theft

The most current version of each of these documents is available on the secure FactFinders Web site.

Required forms and documents for Client’s use in requesting background checks and staying in compliance with state and federal laws are found on the secure FactFinders Web site under the Resources tab by clicking the appropriate link. (FactFinders Resources) The FactFinders system automatically notifies the Client of any special required forms at the time of order placement. Such forms and documents include the following:

· Disclosures and Authorizations to meet current federal and state requirements.
· State-specific release forms and/or information to obtain statewide criminal searches and driving reports in those states requiring such a form.
· Pre-Adverse Action and Adverse Action sample notices.

Client Responsibilities and Acknowledgements
The Client agrees to adhere to the Fair Credit Reporting Act (FCRA), Drivers Privacy Protection Act (DPPA) requirements, and any other regulations pertaining to access and retrieval of public information.

Client understands that it must have a permissible purpose for ordering information.

Client agrees to comply with disclosure and authorization requirements to the consumer as required by the FCRA.

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Client understands and agrees to comply with adverse action procedures required by the FCRA.

Client understands the confidential nature of the information being requested and will keep it confidential when obtaining, retaining, using and destroying this confidential information..

Client will comply with all laws and regulations and will not use consumer information in violation of any state or federal law, including Equal Opportunity laws.

Section 613 Compliance

Section 613 of the Fair Credit Reporting Act (the "Act") relates to the use of criminal record searches. The relevant portion of the Act states:

> **§ 613. Public record information for employment purposes [15 U.S.C. § 1681k]** (a) In general. A consumer reporting agency which furnishes a consumer report for employment purposes and which for that purpose compiles and reports items of information on consumers which are matters of public record and are likely to have an adverse effect upon a consumer's ability to obtain employment shall
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> (1) at the time such public record information is reported to the user of such consumer report, notify the consumer of the fact that public record information is being reported by the consumer reporting agency, together with the name and address of the person to whom such information is being reported; or
>
> (2) maintain strict procedures designed to ensure that whenever public record information which is likely to have an adverse effect on a consumer's ability to obtain employment is reported it is complete and up to date. For purposes of this paragraph, items of public record relating to arrests, indictments, convictions, suits, tax liens, and outstanding judgments shall be considered up to date if the current public record status of the item at the time of the report is reported.

Based on industry best practices, FactFinders sends notification letters to consumers related to any criminal search results that indicate potentially adverse information. If any county criminal, statewide criminal or database criminal search results in criminal record information provided to Client, FactFinders will issue a Section 613 letter. The current FactFinders fee for issuing the Section 613 letter is $6.00. If the consumer agrees on the release form to receive email notifications, FactFinders will email the Section 613 letter at no additional cost to Client.

California law requires that any database criminal search result indicating a criminal record must be verified at the county level. Accordingly, FactFinders will automatically order a county criminal search request(s) based on the criminal database results to ensure compliance with California law and ensure the most complete and up-to-date results are provided to the Client. The Client will be billed standard rates for any such county criminal search so ordered.

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Adverse Action
Client understands that there are legal requirements and responsibilities when taking adverse action based in whole or part on Consumer Reports. Client understands and agrees to comply with adverse action procedures required by the FCRA, including:

· Requirements to provide a preliminary adverse action notice to consumers, along with a copy of the Consumer Report and "A Summary of Your Rights Under the Fair Credit Reporting Act";

· Allowing the consumer a designated period of time to contact FactFinders , if consumer wishes to dispute any information in the Consumer Report; and,

· Providing FactFinders contact information and providing a final Adverse Action notice to the consumer, if a final adverse employment decision is made.

Client has specific legal requirements and responsibilities in the use of consumer reports and should consult with legal counsel regarding such specific, legal responsibilities.

Legal Responsibilities
Client understands that FactFinders is not legal counsel and cannot provide legal advice. Client should work with its legal counsel to develop an employment screening program specific to their needs. It is necessary for Client to work with legal counsel to ensure that client's policies and procedures related to the use of FactFinders Consumer Report information are in compliance with applicable state and federal laws.

Information Protection
Client understands the sensitive nature of Consumer Reports, the need to protect the information and the Consumer Report retention and destruction practices outlined by the FCRA and DPPA. Client agrees to:

· Limit dissemination of consumer information to only those with legitimate need, permissible purpose and authorized by consumer
· Retain consumer data in a confidential manner
· Protect the privacy of consumer information which is contained in motor vehicle records, and access DMV records only with written consent of consumer
· Destroy data in a secure manner to make it inaccessible, unreadable, and/or unrecoverable by:
  - Burning, pulverizing, or shredding;
  - Destroying or erasing electronic files; and/or,
  - After conducting due diligence, hire a document destruction company.

In addition, paper documents containing personally identifiable information (particularly name, date of birth, and SSN), if retained at individual desks/workstations, shall be destroyed or inaccessible no later than the end of each work day.

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Data retention is an evolving issue in the background screening industry. Some states require specific time frames for the retention of search results and/or the destruction/removal of data from online systems or client files. FactFinders complies with such state and federal laws and best practices and provides notice of its data retention practices dependent on specific jurisdictions and search types. Client is solely responsible for complying with all applicable background check data retention and/or destruction laws.

Explanation of Available Services and Pricing
Client has access to pricing and information on all available services on the FactFinders secure Web site which contains a Resource section, Glossary, FAQs, explanation of each available service, and pricing.

FactFinders provides assistance to Clients on using the secure FactFinders Web site as well as ordering, reading and understanding Consumer Reports through user manuals, one-on-one training sessions, and telephone assistance between the weekday hours of 9:00 AM and 5:00 PM Mountain Time.

Service Fees and Payment
Current Client pricing is available on the secure FactFinders site and will be displayed on all search order confirmation pages. Any notice of price or fee increases will be posted on the home page of the secure FactFinders Web site.

Clients can pay at the time of the order through our credit card merchant, PayPal. Client does not have to have a PayPal account as all major credit cards are accepted as well as debit cards. Client can also be approved for weekly or monthly invoicing with payment terms of net 10 days.

If approved for weekly or monthly invoicing, all Client payments are due within ten (10) days after the date of the invoice. Itemized invoices are generated and available for retrieval on the secure FactFinders website and a summary invoice will be emailed which can be paid by paper check, ACH or any major credit card. Credit card payments will incur a 3.5% processing fee.

FactFinders may, at its option, charge interest of 1 1/2% per month on unpaid balances and/or suspend Client's ordering privileges. A suspension of Client ordering privileges releases FactFinders from any obligation to perform any further screening services until satisfactory payment has been received by FactFinders .

Client agrees that if their account is referred for collection that client will be responsible for all costs of collection, including but not limited to attorneys fees.

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Authorized Representative
FactFinders requires this End User Agreement to be signed by an authorized representative of the Client prior to Client being given access to request or receive Consumer Reports from FactFinders. Client will not be granted the privilege of ordering or receiving Consumer Reports until the end user agreement is signed and their account is approved by FactFinders. Under no circumstances will any changes to FCRA, Federal or State Law requirements be accepted.

The Parties acknowledge and agree that this Agreement and all related agreements and documents related to FactFinder's services may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

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Company Name

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Company Address

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Signature

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Responsible Party Printed Name

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Responsible Party Title

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Date Signed