

USER AGREEMENT (PRIVATE INDIVIDUAL)

Private Individual Background Check Services

Effective Date: _____

This User Agreement ("Agreement") governs your access to and use of background check and investigative services ("Services") provided by **FactFinders Investigations, LLC**, a licensed private investigation and research firm ("FactFinders,").

By requesting, purchasing, or using our Services, you ("Client," "you," or "your") acknowledge that you have read, understood, and agree to be bound by this Agreement.

1. Scope of Services

The Company provides background check and investigative research services **exclusively for private, personal, or informational purposes**, including but not limited to:

- Personal background checks
- Identity verification
- Public records research
- Address history and skip tracing
- Criminal and civil court record searches (where legally permissible)
- Social media and online presence research
- Asset and business affiliation research

Services are based on information obtained from public records, proprietary databases, lawful investigative methods, and open-source intelligence.

2. Permissible Use of Information

You agree that information obtained through the Services **will NOT be used for any purpose governed by the Fair Credit Reporting Act (FCRA)** or similar state laws, including but not limited to:

- Employment or pre-employment screening
- Tenant or housing decisions
- Credit, insurance, or lending decisions
- Eligibility for government benefits
- Any decision that would adversely affect a consumer's legal rights

If you require an FCRA-compliant background check, you must use a service specifically designated and contracted for that purpose.

3. Client Certifications

By using the Services, you certify and represent that:

1. You are at least 18 years of age
 2. You are requesting information for a lawful purpose
 3. You will not use the information to harass, intimidate, stalk, discriminate, or defame any individual
 4. You will comply with all applicable federal, state, and local laws
 5. You understand that investigative findings are **informational only** and not determinative of guilt, innocence, or character
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4. No Guarantee of Accuracy or Completeness

You acknowledge and agree that:

- Information is compiled from third-party sources that may contain errors or omissions
- Records may be incomplete, outdated, or subject to reporting limitations
- The Company does not guarantee accuracy, completeness, or timeliness of results

You assume full responsibility for verifying information independently before relying upon it.

5. No Legal Advice or Professional Judgment

The Company does not provide legal advice, financial advice, or professional opinions. All Services are provided strictly for informational purposes.

You agree that any decisions you make based on information obtained through the Services are made **at your own risk**.

6. Privacy & Confidentiality

The Company will:

- Use reasonable safeguards to protect your personal information
- Limit access to investigative data to authorized personnel
- Retain records in accordance with legal and licensing requirements

You agree to maintain confidentiality of any information received and not to disclose, distribute, or resell investigative findings.

7. Prohibited Conduct

You agree **NOT** to:

- Use Services for unlawful surveillance or stalking
- Misrepresent your identity or purpose
- Attempt to obtain protected or restricted information unlawfully
- Share reports with unauthorized third parties
- Use findings for retaliation, harassment, or coercion

Violation of this section may result in immediate termination of Services without refund.

8. Payment, Fees & No Refund Policy

- All fees are disclosed prior to purchase
- Payment is required in advance unless otherwise agreed in writing
- Due to the nature of investigative work, **all sales are final** once research has commenced

No refunds will be issued for completed or partially completed Services.

9. Limitation of Liability

To the fullest extent permitted by law, the Company shall not be liable for:

- Indirect, incidental, or consequential damages
- Decisions made by the Client based on investigative results
- Errors or omissions originating from third-party sources

Total liability shall not exceed the amount paid for the specific Service giving rise to the claim.

10. Indemnification

You agree to indemnify and hold harmless the Company, its owners, investigators, and employees from any claims, damages, liabilities, or legal expenses arising from:

- Your use or misuse of information
 - Violation of this Agreement
 - Violation of applicable laws or regulations
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11. Licensing & Jurisdiction

The Company operates as a licensed private investigation firm in accordance with applicable state laws. Services are deemed performed in the state of licensure.

This Agreement shall be governed by the laws of the State of **UTAH**, without regard to conflict of law principles.

12. Modifications

The Company reserves the right to update or modify this Agreement at any time. Continued use of Services constitutes acceptance of any revised terms.

13. Contact Information

For questions regarding this Agreement or Services, contact:

FactFinders Investigations, LLC

P.O. Box 910193, St. George, UT 84791

(801) 441-6100

info@factfindersllc.com

14. Signature & Acknowledgment

By signing below or electronically accepting this Agreement, you acknowledge and agree that:

- You have read and understood this User Agreement in its entirety
- You agree to be legally bound by all terms and conditions contained herein
- You certify that the requested background check is for a lawful, non-FCRA purpose
- You understand and accept the limitations, disclaimers, and liability provisions of this Agreement
- You authorize **[Company Name]** to perform investigative and background research services as requested

You further acknowledge that electronic acceptance (including checking a box, typing your name, or submitting payment) constitutes a legally binding signature under the **Electronic Signatures in Global and National Commerce Act (E-SIGN Act)**.

Client Information & Signature

Client Full Legal Name: _____

Email Address: _____

Phone Number: _____

Purpose of Background Check (brief description):

Signature: _____

Date: _____

