

# End-User Agreement

THIS END-USER AGREEMENT (“Agreement”) is made and entered into by and between trustHR | GObackgrounds (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly, “trustHR | GObackgrounds”)) and End-User (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly “End-User”)).

## General

trustHR | GObackgrounds strives to deliver accurate and timely information products to assist End-User in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, trustHR | GObackgrounds assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. End-User understands that these information sources and resources are not maintained by trustHR | GObackgrounds. Therefore, trustHR | GObackgrounds cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, trustHR | GObackgrounds has in place reasonable procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

## End-User’s Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)

End-User hereby certifies that all of its orders for information products from trustHR | GObackgrounds shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”), permissible purpose(s) only:

*(Please check all that apply)*

- |   |   |
|---|---|
| <input type="checkbox"/> Section 604(a)(1).     | As ordered by a court or federal grand jury subpoena.   |
| <input type="checkbox"/> Section 604(a)(2).     | As instructed by the consumer in writing.   |
| <input type="checkbox"/> Section 604(a)(3)(A).  | For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer’s account.   |
| <input type="checkbox"/> Section 604(a)(3)(B).  | For employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.           |
| <input type="checkbox"/> Section 604(a)(3)(C).  | For the underwriting of insurance as a result of an application from the consumer.  |
| <input type="checkbox"/> Section 604 (a)(3)(D). | To determine a consumer’s eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant’s financial responsibility or status. |

- Section 604(a)(3)(E). For use by a potential investor or servicer, or current insurer, in evaluating and/or assembling the credit or prepayment risk associated with an existing credit obligation.
- Section 604(a)(3)(F)(i). Where there is a legitimate business need, in connection with a business transaction that is initiated by the consumer.
- Section 604(a)(3)(F)(ii). To review a consumer's account to determine whether the consumer continues to meet the terms of the account.
- Section 604(a)(4) or (5). For use by state and/or local officials in connection with the determination of child support payments, or modifications and enforcement thereof.

### **End-User's Certification of Legal Compliance**

End-User certifies to trustHR | GObackgrounds that the information products it receives will not be used in violation of any applicable federal, state or local laws, including, but not limited to the FCRA and Title VII of the Civil Rights Act of 1964. End-User accepts full responsibility for complying with all such laws and for using the information products it receives from trustHR | GObackgrounds in a legally acceptable fashion. To that end, End-User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state laws when using information products and that it will comply with all state and federal EEO laws and regularities. End-User further accepts full responsibility for any and all consequences of use and/or dissemination of those products.

### **End-User further agrees that each consumer report will only be used for a one-time use.**

End-User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End-User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports. End User agrees to abide by Addendum A attached hereto which is incorporated into and is part of this Agreement.

As a condition of entering into this Agreement, End-User certifies that it will comply with all applicable local, state and federal laws, including but not limited to the FCRA and state law equivalents. trustHR | GObackgrounds will only keep information it provides to End-User for the lesser of two (2) years or as required by applicable law. End-User also certifies that it will retain any information it receives from trustHR | GObackgrounds in accordance with applicable law, and will make such reports available to trustHR | GObackgrounds upon request. End-Users seeking credit information must provide information and sign Addendum B before trustHR | GObackgrounds can provide credit information to End-User. Addendum B is incorporated into and is part of this Agreement, if applicable.

End-User understands that the credit bureaus require specific written approval from trustHR | GObackgrounds before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an End-User or decision maker.

End-User hereby acknowledges that it has received a copy of the “A Summary of Rights of Your Rights Under the Fair Credit Reporting Act” (Appendix A) and “Notice of Users of Consumer Reports” (Appendix B).

End-User hereby certifies that, under the Investigative Consumer Reporting Agencies Act (“ICRAA”), California Civil Code sections 1786 *et seq.*, and the Consumer Credit Reporting Agencies Act (“CCRAA”), California Civil Code sections 1785.1 *et seq.*, if the End-User is located in the State of California and/or the End-User’s request for and/or use of information products pertains to a California resident, applicant or employee, End-User will do the following:

(i) Request and use information products solely for permissible purpose(s) identified under California Civil Code sections 1785.11 and 1786.12.

(ii) When, at any time, information products are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an investigative information product may be obtained; (2) the permissible purpose of the investigative information products; (3) that information on the consumer’s character, general reputation, personal characteristics and mode of living may be disclosed; (4) the name, address, telephone number, and website of the consumer reporting agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code section 1786.22.

(iii) When, at any time, information products are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request an information product if the applicable consumer has authorized in writing the procurement of the information product.

(iv) When information products are sought in connection with the hiring of a dwelling unit, notify the consumer in writing that an information product will be made regarding the consumer's character, general reputation, personal characteristics. The notification shall include the name and address of the consumer reporting agency as well as a summary of the provisions of California Civil Code section 1786.22, no later than three days after the date on which the information product was first requested.

(v) When information products are sought in connection with the underwriting of insurance, clearly and accurately disclose in writing at the time the application form, medical form, binder, or similar document is signed by the consumer that an information product regarding the consumer's character, general reputation, personal characteristics, and mode of living may be made, or, if no signed application form, medical form, binder, or similar document is involved in the underwriting transaction, the disclosure shall be made to the consumer in writing and mailed or otherwise delivered to the consumer not later than three days after the report was first requested. The disclosure shall include the name and address of consumer reporting agency, the nature and scope of the investigation requested, and a summary of the provisions of California Civil Code section 1786.22.

(vi) Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any information products that are prepared.

(vii) If the consumer wishes to receive a copy of the information products, the End-User shall send (or contract with another entity to send) a copy of the information product to the consumer within three business days of the date that the information product is provided to End-User. The copy of the information product shall contain the name, address, and telephone number of the person who issued the report and how to contact him/her.

(viii) Under all applicable circumstances, comply with California Civil Code sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the information product, informing the consumer in writing of trustHR | GObackgrounds' name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRAA and the CCRAA.

(ix) Comply with all other requirements under applicable California law, including, but, not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any information products, including, but not limited to, the ICRAA and CCRAA.



### **A. When Information Products are used for Employment Purposes**

If the information products End-User obtains from trustHR | GObackgrounds are to be used for an employment purpose, End-User certifies that prior to obtaining or causing a “consumer report” to be obtained, a clear and conspicuous disclosure, in a document consisting solely of the disclosure, has been made in writing to the consumer explaining that a consumer report may be obtained for employment purposes. This disclosure satisfies all requirements identified in the FCRA. End-User also certifies that the consumer has authorized, in writing, the obtaining of the report by End-User. If an investigative consumer report (as defined by federal law) is obtained, End-User certifies a separate disclosure will be provided. End-User certifies that it also has provided the consumer with any notices or disclosures required under applicable state and local law. End-User understands that trustHR | GObackgrounds will not initiate a report for employment purposes in the absence of a written authorization. End-User certifies that each time it orders a report, it is reaffirming the above certifications.

Prior to taking adverse employment action is taken based in whole or in part on the information products provided by trustHR | GObackgrounds, End-User will provide to the consumer:

(1) a copy of the report, (2) a description, in writing, of the rights of the consumer entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act,” and, if applicable; (3) any required state law notices. After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act. End-User will not initiate the pre-adverse and adverse action notice process until trustHR | GObackgrounds has completed all search components of the consumer and/or investigative consumer report, trustHR | GObackgrounds has provided the complete report to End-User, and End-User has reviewed the consumer report contents.

### **B. Investigative Consumer Reports**

In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, End-User will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) trustHR | GObackgrounds’s contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

### **C. International Criminal Record Searches**

End-User understands that searches of international background screening will be conducted through the services of a third-party independent contractor. Because of differences in foreign



laws, language, and the manner in which foreign records are maintained and reported, trustHR | GObackgrounds cannot be either an insurer or a guarantor of the accuracy of the information reported. End-User therefore releases trustHR | GObackgrounds and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of an international background screening report.

#### **D. National/Multi-State Database Searches**

trustHR | GObackgrounds recommends that End-User screen its applicants or employees at the county courthouse or online system, federal, and multi-state/nationwide database levels. End-User understands that if it chooses not to conduct searches at these levels, trustHR | GObackgrounds cannot be held responsible for any records that exist that are not included in the End-User's coverage requested. End-User further understands that the multi-state/nationwide database report will only be offered in conjunction with a county-level verification of any records found and that End-User will bear any additional costs associated with this verification.

#### **E. Reporting of Criminal History**

Please note, as it relates to criminal history information, trustHR | GObackgrounds only reports conviction records and will report a minimum of seven (7) years of conviction information, where allowed by any applicable fair credit reporting laws. In determining whether a criminal record is reportable, trustHR | GObackgrounds does not apply any state or local laws restricting the employer use of criminal history UNLESS END-USER PROVIDES ADDITIONAL REPORTING RESTRICTIONS TO BE APPLIED TO CONSUMER REPORTS. End-User assumes full responsibility for determining whether reported information may be used in the jurisdiction where the consumer lives, works, or is applying for work. trustHR | GObackgrounds does not report non-conviction information unless a case is pending with a next court date scheduled and also does not report information relating to infractions, summary offenses, violations or other sub-criminal information.

trustHR | GObackgrounds complies with all FCRA and state and local laws that restrict the reportability of certain types of adverse information about a consumer. To ensure compliance with such laws, End-User acknowledges and agrees that when including any information about a consumer in a consumer report, trustHR | GObackgrounds follows the most restrictive reporting restrictions based on the consumer's residence address. End-User understands that some state laws allow trustHR | GObackgrounds to report convictions where the date of disposition is older than seven years provided the consumer residing in the state is being considered for a position with an annual salary that equals to, or is reasonably expected to



equal, \$25,000 or more. End-User certifies that if it seeks to have access to convictions with a disposition date that is older than seven years, such information will only be sought for consumers applying for employment with End-User who are being considered for a position with an annual salary that equals, or is reasonably expected to equal, \$25,000 or more.

### **Additional Requirements for Moving Violation Reports (MVRs) and Driving Records**

End-User hereby certifies that Moving Violation Reports and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act (“DPPA”, at 18 U.S.C. § 2721 et seq.) and any related state laws. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain “driving records,” evidence of which shall be transmitted to trustHR | GObackgrounds in the form of the consumer’s signed release authorization form. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver’s license or to verify information provided by an applicant or employee. End-User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

### **Warrants**

In the course of completing background checks, trustHR | GObackgrounds may uncover active arrest warrants which are outstanding against the subject. In these cases, trustHR | GObackgrounds may be contacted by the law enforcement agency seeking the subject. End-User understands that trustHR | GObackgrounds will furnish to law enforcement any information contained within the subject’s file to assist in the apprehension of the subject. Additionally, trustHR | GObackgrounds may contact End-User, and End-User agrees to release to trustHR | GObackgrounds, any and all information End-User may have which will further the apprehension of the wanted individual.

### **General Provisions**

End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law. End-User may not assign or transfer this Agreement without the prior written consent of trustHR | GObackgrounds. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, Wisconsin law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in Wisconsin, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written



consent of an authorized representative of End-User and an officer of trustHR | GObackgrounds. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

If End-User is permitted to request consumer reports for employment purposes via trustHR | GObackgrounds's website then, in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use End-User's Internet access to obtain reports for improper, illegal or unauthorized purposes. End-User agrees to allow trustHR | GObackgrounds to audit its records at any time, upon reasonable notice given.

Breaches of this Agreement and/or violations of applicable law discovered by trustHR | GObackgrounds may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies. trustHR | GObackgrounds's terms of service and scope of work are attached hereto as Addendum C and are incorporated into this Agreement. If End-user has any questions as to those terms or the services elected in the scope of work, it should visit trustHR | GObackgrounds's website for a definition of the services or contact trustHR | GObackgrounds directly.

### **Confidentiality**

Neither party shall reveal, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. "Confidential Information" means any and all proprietary or secret data; sales or pricing information relating to either party, its operations, employees, products or services; and, all information relating to any customer, potential customer, Agent, and/or independent sales outlet. The Parties agree to keep this information confidential at all times during the term of this Agreement, and continuing for five years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall trustHR | GObackgrounds be required to destroy, erase or return any consumer reports or applicant data related thereto in trustHR | GObackgrounds's files, all of which trustHR | GObackgrounds shall maintain as a consumer reporting agency in strict accordance with all applicable federal, state, and local laws.

### **Independent Contractor**

The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or





partner with, or representative of the other party.

### **Fees and Payment**

End-User agrees to pay nonrefundable fees and other charges or costs for trustHR | GObackgrounds's background check services. Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, other governmental agencies, educational institutions, employer verification lines and licensing agencies, incurred by trustHR | GObackgrounds in servicing End-User, will be passed onto End-User. At trustHR | GObackgrounds's option, payments not received fifteen (15) days after the date of the invoice may cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with trustHR | GObackgrounds's Accounts Payable Department. Accounts with invoices unpaid ninety (30) days or more will be assessed an interest charge of 1.5% per month, as allowed by applicable law. A \$20.00 fee will be assessed for all returned checks. If the account goes to collection, End-User agrees to pay all collection expenses, including attorneys' fees and court costs. End-User agrees that providing credit card information and submitting it electronically to trustHR | GObackgrounds represents a legal authorization to debit the card for the orders placed or for non-payment per the 15 day terms. End-User agrees that prices for services are subject to change without notice, although trustHR | GObackgrounds will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by trustHR | GObackgrounds.

### **Warranties and Remedies**

End-User understands that trustHR | GObackgrounds obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to End-User "AS IS". trustHR | GObackgrounds makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet End-User's needs, or will be provided on an uninterrupted basis; trustHR | GObackgrounds expressly disclaims any and all such representations and warranties.

trustHR | GObackgrounds will not be liable for any indirect, incidental, consequential, or special damages for loss of profits, whether incurred as a result of negligence or otherwise, even if trustHR | GObackgrounds has been advised of the possibility of such damages. End-User shall indemnify, defend and hold harmless trustHR | GObackgrounds from and against any and all claims, suits, proceedings, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) brought or suffered by any third party arising or resulting from,



or otherwise in connection with, any breach by End-User of any of its representations, warranties, or agreements in this Agreement or its negligence or willful misconduct.

trustHR | GObackgrounds nevertheless agrees to be responsible for actual damages to the extent of and maximum stated herein for third party claims directly resulting from trustHR | GObackgrounds's sole negligence in assembling the consumer report.

End-User agrees it is solely responsible for having adequate and legally compliant disclosures, adverse action letters, and processes under the FCRA and applicable state and local law. trustHR | GObackgrounds does not guarantee End-User's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which End-User may rely in connection with its furnishing of reports. End-User understands that any documents, sample forms and letters, information, conversations or communication with trustHR | GObackgrounds's representatives regarding searches, verifications or other services offered by trustHR | GObackgrounds are for informational purposes only and not to be considered a legal opinion regarding such use. End-User agrees that it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information and to review any sample forms as well as the content of prescribed notices, sample adverse or pre-adverse action letters and any attachments to this Agreement for compliance with applicable laws and regulations. End-User also agrees that the provision and content of such notices, pre-adverse or adverse action letters and the contents thereof is the sole responsibility of End-User not trustHR | GObackgrounds. End-User acknowledges and agrees that it has no obligation to use, and is solely responsible for independently vetting the contents of, any sample forms, disclosures, or letters that trustHR | GObackgrounds has provided to End-User in connection with this Agreement. trustHR | GObackgrounds fully disclaims any and all liability relating to the content, compliance or effectiveness of any such certifications, consumer consents, forms, notices, summary of rights, disclosures, authorizations, pre-adverse or adverse action letters, other materials or information. If End-User utilizes trustHR | GObackgrounds's candidate entry system and/or its adverse action processing system, End-User agrees that it has had such processes, documents and letters reviewed by its counsel. trustHR | GObackgrounds fully disclaims any and all liability relating to the content, compliance or effectiveness of any such certifications, consumer consents, forms, notices, summary of rights, disclosures, authorizations, pre-adverse or adverse action letters, other materials or information. If End-User utilizes trustHR | GObackgrounds's candidate entry system and/or its adverse action processing system, End-User agrees that it has had such processes, documents and letters reviewed by its counsel.

### **Term and Termination**

The term of this Agreement shall begin on the date it is executed by End-User and shall be in effect for one (1) year beginning on the first day of the assigned date below and renewed automatically for one (1) year each year on its anniversary date, if no written notice is received by either party within thirty (30) days prior to end of term.

Either party may cancel this Agreement by giving sixty (60) day written notice to the other party. trustHR | GObackgrounds may terminate or revise the provisions of this Agreement immediately upon written notice if End-User is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if End-User undergoes a change in ownership. Termination of this Agreement by either party does not release End- User from its obligation to pay for services rendered or other responsibilities and agreements made.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to perform any provision, term or condition of this Agreement the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party shall have fifteen (15) days from the receipt of such notice to cure the default(s). Unless waived by party providing notice, the failure to cure the default(s) within such time period shall results in the automatic termination of this agreement.

### **Force Majeure**

End-User agrees that trustHR | GObackgrounds is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes, pandemics, epidemics, and/or Acts of God) that prevent trustHR | GObackgrounds from meeting its obligations under this Agreement.

### **Severability**

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

### **Execution**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.



**Signature**

I understand that if I want a paper copy of this Agreement, I may print it out.

I understand that typing my name in the Type Name section below and my Taxpayer ID in the Taxpayer ID section below, clicking on the Submit button, and clicking on the “I hereby agree” button constitutes my electronic signature, dated as of when I click on the link, and that by doing so:

- I agree to the terms and conditions contained in this Agreement; and
- I am consenting to use electronic means to sign this Agreement.

Name:

Title:

Email:

Company Name:

Date:

Taxpayer ID or EIN: \_\_\_\_\_

I HEREBY AGREE

Signature:

## ADDENDUM A

### Access Security Requirements

The parties acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, End-User agrees to the following:

1. End-User will take reasonable procedures to protect its account number and password so that only key personnel employed by your company know this sensitive information, including not posting this information anywhere in the facility. End-User agrees to change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties.
2. End-User agrees that system access software, whether developed by your company or purchased from a third party vendor, will have End-User's account number and password "hidden" or embedded and be known only by supervisory personnel. End-User will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, End-User will change its password immediately.
3. End-User agrees it will not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee of trustHR | GObackgrounds.
4. End-User will restrict the ability to obtain consumer information to a few key personnel.
5. End-User agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them.
6. End-User agrees it will turn off and lock all devices or systems used to obtain consumer information.
7. End-User will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them.
8. End-User agrees to shred and/or destroy all hard copy consumer reports when they



are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.

9. End-User agrees to notify its employees that End-User can access credit information only for the permissible purposes listed in the Fair Credit Reporting Act.

## **ADDENDUM B**

### **Documents Required Before Requesting Credit Report Information**

Before End-User will be allowed to access credit report information, trustHR | GObackgrounds requires that End- User provide one (1) of the following (if End-User is not publicly traded):

1. Business license status from a government website (please include entire web page print out);
2. Business license, copy or documented verification;
3. Documented corporation verification with state or federal government;
4. Copy of Articles of Incorporation with proof of filing;
5. State and/or federal tax records originating from the state or federal government;
6. FDIC Certification; or
7. 501(c)(3) certificate for non-profit organizations.

If End-User is a publicly traded company, the following items are acceptable methods for verifying that the End- User is a bona fide entity:

1. Documentation of ticker symbol information from trading website;
2. Certified copy of audited annual or quarterly statements submitted to the SEC.