



# CRIMINALRECORDCHECK.COM APPLICATION FOR SERVICES

## Instructions

Thank you for your interest in establishing a corporate account with CriminalRecordCheck.com (CRC). We look forward to working with you. In order to establish your account with CRC, the following account activation documents are required:

1. Application for Services  
Please review and complete all fields and sign.
2. End-User Agreement  
Please review and complete page 1 (Company Name and Permissible Purpose) and page 8 and sign.
3. Certification from Employer to CRA  
Please review and complete all fields and sign.
4. Credit Card Authorization Form  
This form is optional if you provide your bank reference and business references in a separate document.

Completed and signed documents should be faxed to Dorian Dehnel at (800) 650-5992.

## Company Information

Name of Firm: \_\_\_\_\_ Business Established: \_\_\_\_\_ Month \_\_\_\_\_ Year

Other business name(s) or dba: \_\_\_\_\_ Federal Tax ID#: \_\_\_\_\_

Physical Address (No PO Box numbers): \_\_\_\_\_ D-U-N-S Number: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone Number: ( ) \_\_\_\_\_

Billing Address (if different from Physical Address): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ How long? \_\_\_\_\_ Years \_\_\_\_\_ Months

Website Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name as listed with Directory Assistance: \_\_\_\_\_

Billing Contact – Name  
("Attention To:" On CriminalRecordCheck.com invoice) \_\_\_\_\_ Contact Title: \_\_\_\_\_

Billing Contact – Telephone Number: ( ) \_\_\_\_\_ Billing Contact – Fax: ( ) \_\_\_\_\_ Number of Employees: \_\_\_\_\_

---- **Electronic billing is CriminalRecordCheck.com's standard method of providing invoices to new customers.** ----

Electronic Billing Contact Name: \_\_\_\_\_ Electronic Billing e-Mail Address: \_\_\_\_\_

## Fair Credit Reporting Act Compliance

Describe the specific purpose for which consumer background information will be used: \_\_\_\_\_

Estimated # of reports per months: \_\_\_\_\_ Nature of Business: \_\_\_\_\_

Does your firm conduct business through the Internet?  Yes  No

Please supply a copy of your business license or tax ID certificate  Yes, copy supplied

Have you ever been a customer or previously applied for services from CriminalRecordCheck.com?  Yes  No

If yes, please provide company name and account number: \_\_\_\_\_

## Signature

I certify that the above information is accurate. By signing, I warrant that I have the authority to sign on behalf of the company. I acknowledge that an on-site inspection may be required for new customers.

\_\_\_\_\_  
Authorized Signature (required) Title Date

**NOTE: Incomplete information will result in a delay of application processing.  
Fax completed forms to (800) 650-5992.**

## CRIMINALRECORDCHECK.COM (CRC) END-USER AGREEMENT

**THIS END-USER AGREEMENT (“Agreement”) is made and entered into by and between CriminalRecordCheck.com (CRC) (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents) (jointly, “CriminalRecordCheck.com”) and \_\_\_\_\_ (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly “End-User”). This Agreement shall be effective on the date of last signature below (the “Effective Date”).**

### General

CriminalRecordCheck.com (CRC) strives to deliver accurate and timely information products to assist your company (hereinafter “End-User”) in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, CriminalRecordCheck.com (CRC) 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 CriminalRecordCheck.com (CRC). Therefore, CriminalRecordCheck.com (CRC) cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, CriminalRecordCheck.com (CRC) has in place 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 CriminalRecordCheck.com (CRC) shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, permissible purposes 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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	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 CriminalRecordCheck.com (CRC) that the information products it receives will not be used in violation of any applicable federal, state or local laws. End-User accepts full responsibility for complying with all such laws and for using the information products it receives from CriminalRecordCheck.com (CRC) in a legally acceptable fashion. End-User further accepts full responsibility for any and all consequences of use and/or dissemination of those products. PLEASE NOTE: THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

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 this 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 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. End-User 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
- 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
- Protect the privacy of consumer information which is contained in motor vehicle records, and access DMV records only with written consent of consumer.

End-User certifies that it shall use any consumer reports or investigative consumer reports: (a) solely for the End-User's certified use(s); and (b) solely for End-User's exclusive one-time use. End-User shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, or renting information obtained under this Agreement to any other party, whether alone, in conjunction with End-User's own data, or otherwise in any service which is derived from the consumer reports or investigative consumer reports. End-User shall hold any consumer report or investigative consumer report in strict confidence, and not disclose it to any third- parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.

End-User shall disclose consumer reports or investigative consumer reports internally only to End-User's designated and authorized employees having a need to know and only to the extent necessary to enable End-User to use the consumer reports or investigative consumer reports in accordance with this Agreement and the law. End-User shall ensure that such designated and authorized employees shall not attempt to obtain any consumer reports or investigative consumer reports on themselves, associates, or any other person except in the exercise of their official duties.

## CRIMINALRECORDCHECK.COM (CRC) END-USER AGREEMENT

End-User agrees to abide by Addendum A - Access Security Requirements, attached hereto. Likewise, as a condition of entering into this Agreement, End-User certifies that it has in place reasonable procedures designed to comply with all applicable local, state and federal laws. End-User also certifies that it will retain any information it receives from CriminalRecordCheck.com (CRC) for a period of five years from the date the report was received, and will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

End-Users seeking credit information must provide the information in Addendum B before CriminalRecordCheck.com (CRC) can provide credit information to End-User. Addendums A and B are incorporated into and are part of this End-User Agreement for Consumer Reports.

### A. When Information Products are Used for Employment Purposes

If the information products End-User obtains from CriminalRecordCheck.com (CRC) are to be used for an employment purpose, End-User certifies that prior to obtaining or causing a “consumer report” and/or “investigative consumer report” to be obtained, a clear and conspicuous disclosure, in a document consisting *solely of the disclosure*, will be made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. This disclosure will satisfy all requirements identified in Section 606(a)(1) of the FCRA, as well as any applicable state or local laws. The consumer will have authorized, in writing, the obtaining of the report by End-User.

If the consumer is denied employment, or other adverse employment action is taken based in whole or in part on the information products provided by CriminalRecordCheck.com (CRC), End-User will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act.” 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 hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A), Notice to Users of Consumer Reports (16 C.F.R. Part 601, Appendix C) and Statement of Rights for Identity Theft Victims.

End-User understands that CriminalRecordCheck.com (CRC) is not legal counsel and cannot provide legal advice. End User should work with counsel to develop an employment screening program specific to their needs. It is necessary for End User to work with counsel to ensure that client’s policies and procedures related to the use of CriminalRecordCheck.com (CRC)-provided information are in compliance with applicable state and federal laws.

End-User understands that the credit bureaus require specific written approval from CriminalRecordCheck.com (CRC) 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.

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) CriminalRecordCheck.com's (CRC) 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 later.

**Additional Requirements for Motor Vehicle Records and Driving Records (MVRs)**

End-User hereby certifies that Motor Vehicle Records 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 CriminalRecordCheck.com (CRC) 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.

**Additional Requirements For End-Users Obtaining Credit Scores**

To the extent End-User is eligible to receive credit scores ("Scores"), End-User may and will only do so for its own exclusive use. End-User may store Scores solely for End-User's own use in furtherance of End-User's original purpose for obtaining the Scores. End-User shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of End-User with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of End-User who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to End-User and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law. Moreover, unless otherwise explicitly authorized in an agreement between CriminalRecordCheck.com (CRC) and its End-User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through CriminalRecordCheck.com (CRC), End-User shall not disclose to consumers or any third party, any or all such scores provided under this Agreement, unless required by law.

**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 CriminalRecordCheck.com (CRC). 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, North Carolina law shall guide the interpretation of this Agreement, if such interpretation

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is required. All litigation arising out of this Agreement shall be commenced in North Carolina, 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 CriminalRecordCheck.com (CRC). 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 the CriminalRecordCheck.com 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 CriminalRecordCheck.com (CRC) to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by CriminalRecordCheck.com (CRC) may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies.

### **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 CriminalRecordCheck.com (CRC) be required to destroy, erase or return any consumer reports or applicant data related thereto in CriminalRecordCheck.com's (CRC) files, all of which CriminalRecordCheck.com (CRC) 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 CriminalRecordCheck.com's (CRC) employment screening 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 CriminalRecordCheck.com in servicing End-User, will be passed onto End-User. At CriminalRecordCheck.com's (CRC) option, payments not received thirty (30) 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

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arrangements have been made with CriminalRecordCheck.com (CRC). Accounts with invoices unpaid thirty (30) days or more will be assessed an interest charge of 1½ % per month, as allowed by applicable law. 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 CriminalRecordCheck.com (CRC) presents 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 CriminalRecordCheck.com (CRC) 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 CriminalRecordCheck.com (CRC).

### **Warranties and Remedies**

End-User understands that CriminalRecordCheck.com (CRC) 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". CriminalRecordCheck.com (CRC) 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; CriminalRecordCheck.com (CRC) expressly disclaims any and all such representations and warranties. CriminalRecordCheck.com (CRC) 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 CriminalRecordCheck.com (CRC) has been advised of the possibility of such damages. End-User agrees to indemnify and hold harmless CriminalRecordCheck.com (CRC), its successors and assigns, officers, directors, employees, agents vendors, and suppliers from any and all claims, actions or liabilities arising from or with respect to information products provided by it.

CriminalRecordCheck.com (CRC) nevertheless agrees to be responsible for actual damages to the extent of and maximum stated herein for third party claims directly resulting from CriminalRecordCheck.com's (CRC) sole negligence in assembling the consumer report. CriminalRecordCheck.com (CRC) 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, information, conversations or communications with any representative of CriminalRecordCheck.com (CRC) regarding searches, verifications or other services offered by CriminalRecordCheck.com (CRC) or use of such information by End-User are not to be considered legal counsel or legal opinion. End-User agrees that it will consult with its own legal or other counsel regarding the obtainment and use of background screening information, including but not limited to, the legality of using or relying on reported information.

### **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 for any reason by giving sixty (60) days' written notice to the other party. CriminalRecordCheck.com (CRC) 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

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assignment for the benefit of creditors or if End-User undergoes a change in ownership. In addition, with just cause, such as End-User's violation of this Agreement or a separate legal requirement, or a material change in existing legal requirements that adversely affects the End-User agreement, CriminalRecordCheck.com (CRC) may, upon its election, discontinue serving the End-User and terminate this Agreement immediately.

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.

### **Force Majeure**

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

### **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 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.

### **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.



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**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.

\_\_\_\_\_  
Company or Business Legal Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
By (Signature of Authorized Officer Only)

\_\_\_\_\_  
Printed Name

**Default End-User Preferences**

\_\_\_\_\_  
Title

Please return results via

\_\_\_\_\_  
Address

- Fax
- Email
- Website

\_\_\_\_\_  
Telephone / Fax

\_\_\_\_\_  
Email

**Please sign and fax completed End-User Agreement to 800-650-5992 Attn Dorian Dehnel.**

_____ Approved by	_____ Date of Approval
_____ Printed Name	
_____ Title	
_____ Address	

## 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 CriminalRecordCheck.com (CRC).
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, CriminalRecordCheck.com requires that End-User provide one (1) of the following (if End-User is not publicly traded):

1. Business license status from a government web site (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 originations.

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.

**CERTIFICATION FROM EMPLOYER  
TO CONSUMER REPORTING AGENCY**

In compliance with the Fair Credit Reporting Act (the "FCRA") and applicable state laws, \_\_\_\_\_ ("Employer") hereby makes the following certifications to CriminalRecordCheck.com (CRC):

Employer certifies that it shall request and/or obtain "consumer reports" and/or "investigative consumer reports" from CriminalRecordCheck.com (CRC) solely for employment purposes.

Employer certifies that prior to obtaining or causing to be prepared a "consumer report" and/or an "investigative consumer report" for employment purposes:

1. A clear and conspicuous disclosure, **in a document consisting solely of the disclosure**, will be made in writing to the consumer. The disclosure will explain that a consumer report and/or an investigative consumer report may be obtained for employment purposes. The disclosure will satisfy all applicable FCRA requirements, including those set forth in Sections 604 and 606 of the FCRA.
2. The consumer will have authorized, in writing, the obtaining of the report by Employer.

Employer certifies that if the consumer makes a written request within a reasonable amount of time, Employer shall 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. The name and address of the outside agency to whom requests for any of these reports has been made.

Employer certifies that the "investigative consumer report" information described immediately above shall be provided to the consumer by Employer no later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the later.

Employer certifies that before taking adverse action based in whole or in part on a "consumer report" and/or "investigative consumer report" for employment purposes, it shall provide the consumer:

- i. A copy of the "consumer report" and/or "investigative consumer report";
- ii. A federal governmental notice entitled "A Summary of Your Rights Under the Fair Credit Reporting Act"; and
- iii. A reasonable period of time to identify any errors or inaccuracies in the "consumer report" and/or "investigative consumer report".

Employer certifies that after taking adverse action based in whole or in part on the "consumer report" or "investigative consumer report" for employment purposes, it shall provide the consumer:

- i. The name, address and telephone number of the consumer reporting agency and a statement that the agency did not make the decision to take the adverse action and

is unable to provide the consumer with the specific reasons why the adverse action was taken; and

- ii. A notice of the consumer's right to obtain a free copy of the "consumer report" or "investigative consumer report" from the consumer reporting agency within 60 days of the notice and to dispute the accuracy or completeness of any information in the report.

Employer certifies that the information from any "consumer report" and/or "investigative consumer report" obtained from CriminalRecordCheck.com (CRC) shall not be used in violation of any applicable federal or state equal employment opportunity laws or regulations. Employer also certifies that it shall comply with all other applicable federal, state, and local laws governing its acquisition and/or use of "consumer reports" and/or "investigative consumer reports."

Employer acknowledges receipt of the Notice to Users of Consumer Reports, A Summary of Your Rights Under the Fair Credit Reporting Act, and Statement of Rights for Identity Theft Victims.

**California Employers Only:** In compliance with applicable provisions of California state law, Employer also certifies the following:

1. Employer shall make all disclosures required by California Civil Code section 1786.16(a) and shall comply with all of the requirements of California Civil Code section 1786.16(b).
2. Employer shall comply with all California requirements pertaining to the acquisition and/or use of "investigative consumer reports" and/or "consumer credit reports."
3. If an "investigative consumer report" is requested and the consumer has checked the box on the authorization form signifying he or she wants a copy of the "investigative consumer report" when he or she is entitled to one under California law, then Employer shall supply a copy of the report to the subject of the report, unless Employer has made specific arrangements for CriminalRecordCheck.com (CRC) to supply a copy of the report.
4. If a "consumer credit report" is requested and the consumer has checked the box on the authorization form signifying he or she wants a copy of the "consumer credit report" when he or she is entitled to one under California law, then Employer shall supply a copy of the report to the subject of the report, unless Employer has made specific arrangements for CriminalRecordCheck.com (CRC) to supply a copy of the report.

-----  
Legal Name of Employer

-----  
Printed Name of  
Authorized Company Representative

-----  
Signature

-----  
Title

-----  
Date

# PAYMENT AUTHORIZATION FORM



\_\_\_\_\_  
Name of Fire (or DBA if applicable)

\_\_\_\_\_  
Billing Telephone Number

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
Billing Fax Number

\_\_\_\_\_  
Billing Contact

\_\_\_\_\_  
Billing Contact Email

## **Preferred Method of Payment**

*Select either credit card or invoice below and provide additional information as requested*

### **Credit Card**

*Automatically debit the below listed credit card for our purchases as invoiced. My signature below serves as my authorization.*

Visa

MasterCard

American Express

Discover

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### **Invoice**

*We would like to be invoiced.*

Provide credit card information **or** bank/credit references to secure a line of credit with CriminalRecordCheck.com

#### **We are supplying our credit card information.**

In the event an invoice is past due, my signature below serves as authorization to debit the below listed credit card.

Visa

MasterCard

American Express

Discover

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

#### **We are supplying bank and credit references.**

Please supply bank and credit references on a separate document. The following information should be provided.

#### **Bank References**

- Bank Name
- Address
- Telephone No.
- Date Account Opened
- Branch Location
- Branch Manager
- Account No.

#### **Business References (provide three):**

- Name
- Account No.
- Address
- Telephone No.

*As part of your application for services, we may be required to verify credit information, business references, and a bank reference on your company.*

Please fax completed form to 800-650-5992

**CRC 2.0 Account Information**

Name:					
Company:					
Branch:					
Street Address:					
City:		State:		ZIP:	
Phone:					
Fax:					
Email:					
User Name**:					

**\*\*User ID must meet the following requirements:**

- 1) User ID must consist of at least eight (8) characters/digits**
- 2) User ID must contain numbers and letters (alphanumeric), No special characters I.E. \*@\_!&**
- 3) User ID must contain CAPITAL and lowercase letters**

**Security Question**

Please answer **one (1)** of the following six (6) questions.

What was your first pet's name?	
In what city did you meet your spouse/significant other?	
What is your father's middle name?	
In what city or town was your first job?	
What is your oldest sibling's middle name?	
What is the name of your favorite childhood friend?	

