



## End User Service Agreement

In order to obtain confidential Consumer Reports (as defined and governed by the Fair Credit Reporting Act (15 USC 1681 et seq.) (hereinafter the "FCRA")), the undersigned end user (hereinafter referred to as "Subscriber") requests AISS, a Sterling Infosystems Company, for the use of its services, under terms and conditions outlined below, and in consideration of the mutual benefits, Subscriber and AISS enter into the following agreement.

### A. THE SUBSCRIBER AGREES:

1. To comply with all provisions of the FCRA and applicable state laws.
2. That the nature and type of its business is \_\_\_\_\_.  
(Type of Industry)
3. That Subscriber may request Consumer Reports for the permissible purposes of employment or tenant screening pursuant to procedures prescribed by AISS. Subscriber certifies that any such requests shall be made only when it is considering the individual for employment, promotion, reassignment or retention as an employee, or for tenant screening purposes as provided under Section 604 of the FCRA. AISS shall have sole discretion in the provision of Consumer Reports to Subscriber for any other FCRA-permissible purpose.
4. And certifies that it will not request a Consumer Report for employment purposes unless:
  - A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes.
  - The consumer has authorized in writing the procurement of the report; and
  - Information from the Consumer Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
5. And certifies that before taking adverse action in whole or in part based on the Consumer Report, it will provide the consumer:
  - A copy of the Consumer Report;
  - A copy of the consumer's rights, in the format approved by the Federal Trade Commission, which notice shall be supplied to Subscriber by AISS;
  - A copy of the consumer's rights under applicable state law; and
  - The opportunity to dispute derogatory information prior to Subscriber taking adverse action.
6. That Consumer Reports on employees, including prospective employees, will be requested only by a Subscriber's authorized representative. Employees will be forbidden to attempt to obtain Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties. In addition, Subscriber agrees to order Consumer Reports on prospective employees residing in Hawaii or Vermont only after a conditional offer of employment has been made.

**(THE FAIR CREDIT REPORTING ACT 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, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH).**

7. To obtain Consumer Reports for a one-time use only, to hold all Consumer Reports in strict confidence, and to not disclose any Consumer Reports to any third party not involved in the current employment decision.
8. Subscriber acknowledges the need to protect information contained in Consumer Reports and agrees to follow federal and state laws relating to the retention and destruction of such sensitive information.
9. To immediately inform AISS of any data security breach.
10. To maintain all consumer releases and related documentation for a minimum of five (5) years following Subscriber's request for the applicable Consumer Report.
11. To provide prompt notice of any change in location, mailing address or ownership.

**B. AISS AGREES:**

1. To provide Consumer Reports to Subscriber for employment or tenant screening purposes according to this Services Agreement and any addenda which are attached hereto and when executed by both parties, incorporated into this agreement by reference. AISS reserves the right to change the schedule of services and charges at any time, but no change in such schedule shall become effective unless the Subscriber has been informed by AISS in writing in advance.

**C. IT IS MUTUALLY AGREED:**

1. Pursuant to this Agreement, Consumer Reports provided hereunder will contain only credit reporting information. Subscriber will continue to receive all other Consumer Report information from the supplier through whom this Agreement was initiated ("Reseller") or other supplier(s), as applicable.
2. Upon submission of this Agreement to AISS, AISS will order or perform an onsite inspection of Subscriber's business premises for purposes of credit reporting compliance; Subscriber will pay to AISS a non-refundable \$75 fee for this inspection. Passing inspection is required for Subscriber to receive the Consumer Reports, and failure of the inspection will result in AISS' immediate termination or cancelation of this Agreement.
3. Upon mutual execution of this Agreement, AISS will request the necessary credit reporting order codes from TransUnion on behalf of Subscriber. AISS will provide the TransUnion-supplied codes to Subscriber who must then provide the codes to Reseller. Subscriber acknowledges and agrees that once the codes have been delivered by AISS to Subscriber, Subscriber is solely responsible for the disbursement and use of the codes.
4. AISS shall use good faith in attempting to obtain information from sources deemed reliable but does not guarantee the accuracy or completeness of the information provided, and in no event shall AISS be held liable in any manner whatsoever for any loss or injury to Subscriber resulting from the obtaining or furnishing of such information, and further that Subscriber agrees to hold AISS harmless and indemnify it from any and all claims, losses, and damages arising out of alleged liability or failure of the Subscriber to keep and perform any of its obligations described herein. AISS shall have no obligation or duty hereunder to provide any information that is not verifiable. AISS' maximum aggregate liability to Subscriber, including for claims and defense of indemnification, is limited to the lower of \$50,000 or three (3) months' revenue (paid or payable by Reseller for Subscriber's Consumer Reports only) regardless of the claim.
5. This Agreement shall remain in force and effect for one (1) year from the date hereof, and

thereafter, from year to year, on the same basis as set forth herein except that either party may cancel this Agreement at anytime upon at least thirty (30) days prior notice.

6. It is further agreed, however, that with just cause, such as violation of the terms of the contract or a legal requirement, AISS may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.
7. For Consumer Reports provided pursuant to this Agreement, AISS will invoice the Reseller with whom both Subscriber and AISS have individual agreements for the provision of services, and Subscriber will not receive invoices from AISS nor owe any fees directly to AISS for the provision of the Consumer Reports. Reseller will invoice Subscriber directly for the services provided pursuant to this Agreement, and Subscriber agrees to pay Reseller invoices in a timely manner.
8. The parties hereto agree that this agreement and attached addendums represent the full and complete Agreement between the parties. This Agreement shall not be binding until executed by AISS.
9. AISS may offer information presented as general education, which is not intended to be legal advice, either express or implied. Subscriber should consult with legal counsel regarding all employment law matters.
10. All exhibits attached hereto are incorporated into this Agreement.

**AISS, a Sterling Infosystems Company**

**Subscriber:** \_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Authorized AISS Signature

By: \_\_\_\_\_  
Authorized Client Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A TO END USER SERVICE AGREEMENT: NOTICE TO SUBSCRIBER AS A USER OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website at [www.ftc.gov/credit](http://www.ftc.gov/credit). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

For purposes of this Exhibit A, "user" or "users" shall mean Subscriber.

### **I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

#### **A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- 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)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

#### **B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

**C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

**1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

**2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

**3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

**D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

**E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users

must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at [www.ftc.gov/credit](http://www.ftc.gov/credit).

**F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at [www.ftc.gov/credit](http://www.ftc.gov/credit).

**II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

- A.** If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board.
- B.** Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

**III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**

**A. Employment Other Than in the Trucking Industry**

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2) The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

**B. Employment in the Trucking Industry**

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

#### **IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED**

- A.** Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:
- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
  - The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
  - Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

#### **V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

- A.** Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

#### **VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

- A.** Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

#### **VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS**

[This section intentionally omitted]

## VIII. OBLIGATIONS OF RESELLERS

[This section intentionally omitted]

## IX. LIABILITY FOR VIOLATIONS OF THE FCRA

- A. Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The FTC's Web site, [www.ftc.gov/credit](http://www.ftc.gov/credit), has more information about the FCRA, including publications for businesses and the full text of the FCRA.

### Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681  
Section 603 15 U.S.C. 1681a  
Section 604 15 U.S.C. 1681b  
Section 605 15 U.S.C. 1681c  
Section 605A 15 U.S.C. 1681cA  
Section 605B 15 U.S.C. 1681cB  
Section 606 15 U.S.C. 1681d  
Section 607 15 U.S.C. 1681e  
Section 608 15 U.S.C. 1681f  
Section 609 15 U.S.C. 1681g  
Section 610 15 U.S.C. 1681h  
Section 611 15 U.S.C. 1681i  
Section 612 15 U.S.C. 1681j  
Section 613 15 U.S.C. 1681k  
Section 614 15 U.S.C. 1681/  
Section 615 15 U.S.C. 1681m  
Section 616 15 U.S.C. 1681n  
Section 617 15 U.S.C. 1681o  
Section 618 15 U.S.C. 1681p  
Section 619 15 U.S.C. 1681q  
Section 620 15 U.S.C. 1681r  
Section 621 15 U.S.C. 1681s  
Section 622 15 U.S.C. 1681s-1  
Section 623 15 U.S.C. 1681s-2  
Section 624 15 U.S.C. 1681t  
Section 625 15 U.S.C. 1681u  
Section 626 15 U.S.C. 1681v  
Section 627 15 U.S.C. 1681w  
Section 628 15 U.S.C. 1681x  
Section 629 15 U.S.C. 1681y

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**EXHIBIT B TO END USER SERVICE AGREEMENT:  
SUBSCRIBER PROFILE**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Company Website: \_\_\_\_\_

Employers Federal Tax ID # or Employer Identification Number: : \_\_\_\_\_

Number of Employees: \_\_\_\_\_ Date Established: \_\_\_\_\_

Please circle one:

Corporation

Partnership

Individually Owned

Name of Owner: \_\_\_\_\_

**Please list persons authorized to order AISS services:**

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C TO END USER SERVICE AGREEMENT:**  
**CONSENT TO OBTAIN CONSUMER REPORT ON SUBSCRIBER**  
**WHERE SUBSCRIBER IS A SOLE PROPRIETOR OR PARTNERSHIP**

I understand that you may obtain consumer reports that relate to my credit and/or criminal history. This information will, in whole or in part, be obtained from AISS, a Sterling Infosystems Company, 6111 Oak Tree Blvd, 4<sup>th</sup> floor, Independence, OH 44131, telephone 800.853.3228. I understand that you may be requesting information from various federal, state and other agencies or institutions, which maintain public and non-public records concerning my past activities relating to my credit and/or criminal history.

I authorize, without reservation, any party, institution, or agency contacted by AISS to furnish the above mentioned information:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
Applicant Name                                  Date of Birth\*                                  Social Security Number  
\*Date of Birth is requested in order to obtain accurate retrieval of records.

\_\_\_\_\_  
Alias/Previous Name(s)

\_\_\_\_\_  
Current Physical Address                                  City & State                                  Zip  
Code

**California, Minnesota & Oklahoma Applicants Only:** Please check here to have a copy of your consumer report sent directly to you.

**Notice to CALIFORNIA Applicants**

Under Section 1786.22 of the California Civil Code, you have the right to request from AISS, upon proper identification, the nature and substance of all information in its files on you, including the sources of information, and the recipients of any reports on you, which AISS has previously furnished within the two-year period preceding your request. You may view the file maintained on you by AISS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services. Upon making a written request, you may receive a summary of your report via telephone.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**EXHIBIT D TO END USER SERVICE AGREEMENT:  
CHECKLIST OF DOCUMENTS TO BE PROVIDED BY SUBSCRIBER**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Company Website: \_\_\_\_\_

Employers Federal Tax ID or Employer Identification Number: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Date Established: \_\_\_\_\_  
(Month/Year)

- Corporation
- LLC
- Partnership
- Sole Proprietor

Name(s) of Owner or ALL Partners (as applicable)\*: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\* Owner or each Partner must also provide a fully execute copy of the Consent to Obtain Consumer Report(s) on Subscriber (Attachment C to this Agreement)