

## **User Agreement Consumer Reports**

Please read and complete this form and fax to Private Eyes. Incomplete or invalid entries will delay the approval process and may cause rejection of service. Premier National – Contract # PP-MM-171

			YOU HAVE BEEN ASSIGNED CLIENT NUMBER:						
BUSINESS INFORMATION	(Address must be the physical local	ation of the compa	ny)						
Business Name of User:									
<b></b>	Business Type: Corporation	Partnership	LLP	LLC	☐ Sole Proprietor	Government			
Street		City			State	Zip			
Primary Contact Name:	First	Last			Title				
Phone #: ()	Fax #: ()_		E.	-mail:					
Billing Contact Name:		Phone	#: (	.)		_			
Please describe your company's bu	usiness:								
Please state the specific	purpose for which you intend to use urposes								
	pany been in business?:								
3. Type of building you are i	in: Commercial Industrial	Residential	Other (	(explain)_					
Please identify two principublicly traded:	ipals (owners) of your business if pr	rivately owned, or	provide the	e stock syr	mbol and exchange if	your business is			
NAME		TIT	TLE		Pi	HONE			
OR, Symbol	Excha	ange		_					
ACCOUNT SET-UP SPECII	FICATIONS								
Service Type:   Background C	Check Drug Screening/Physical	☐ Driver Qualifi	cation File	Maintenar	nce	cking System			
If you intend to use credit reports, p ☐ Business Licer	olease provide us with a copy of <u>ON</u> nse	<u>NE</u> of the following Articles of Incorp	items (ple oration	ase check	appropriate box):				
Billing Information:	ederal Tax I.D. Number		0	)R SS#		(if applicable)			
☐ Credit Card Payment on File: Ty	ype of Card	Name on	ı Card						
Credit Card Number		Billing A	ddress						
Expiration Date:									
User certifies that the "Terms and	d Conditions – Consumer Report	t User Agreemer	าt" has beศ	en read ar	nd agreed to as writt	en.			
X									
User's Authorized Signatu	re		Title			Date			
Private Eyes, Inc. Authorized Sig	nature	Title			Date				

## Terms and Conditions – Consumer Report User Agreement Premier National – Contract # PP-MM-171

This agreement by and between Private Eyes, Inc. (PEI) and the company named on the "User Agreement Consumer Reports" form and/or its designated agent(s) consists of the following understandings and conditions.

## **USER CERTIFIES AND AGREES TO:**

- Use the services of and the reports received from Private Eyes in strict compliance with all provisions of the Fair Credit Reporting Act (FCRA), Public Law 91-508 and the Americans with Disabilities Act (ADA 1990) and all other applicable federal and state laws and regulations including federal and state equal opportunity laws and regulations.
- Review the Fair Credit Reporting Act and comply with all legal obligations as outlined in said act. A link to the act can be found at www.privateeyesinc.com/fcra.
- Use the information provided by PEI for the User's exclusive use only, except to disclose said information to the subject of the report, and for employment purposes only for a one-time use, and only in accordance with applicable law.
- 4. User is the "End User" of the information provided by PEI and will not further sell said information to any third party.
- 5. User will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
- Make a clear and conspicuous disclosure to the applicant or employee, in writing and in a separate document, that a consumer report may be obtained for employment purposes.
- 7. Make a clear and accurate disclosure to the applicant or employee if an investigative consumer report (reference check) will be obtained, including a statement informing the subject of the report that additional information is available if requested.
- 8. Obtain the proper written authorization from the applicant or employee for any consumer report prior to requesting a report.
- Provide proper notice to the applicant or employee, a copy of the report obtained, and a Summary of Rights, as required by the FCRA, if an adverse decision regarding employment is going to be made due to information obtained from PEI.
- 10. Ensure that reports will be requested only by User's designated representatives and forbid employees from obtaining reports on themselves, associates or any other person except in the exercise of their official duties.
- Recognize that information is obtained and managed by fallible sources, and that for the fee charged, PEI does not guarantee or insure the accuracy or the depth of information provided.
- 12. Assume responsibility for the final verification of the applicant's identity.
- 13. Recognize that once PEI has delivered your client number to the main contact person listed on this agreement, that the security and dissemination of this unique client number is the responsibility of the person signing this agreement. PEI will neither release information nor take orders for service unless the client number is provided.

- 14. Pay for services based on a statement system listing orders by name, order date, charges, etc. Early payment discount of 2% if paid within 30 days.
- Provide credit information on User as may be requested by PEI during the course of this agreement.
- 16. Be aware that, if an account remains inactive for twelve consecutive months, it may be closed and a new User Agreement may be required to re-open the account.
- 17. Acknowledge that a facsimile of this agreement is as valid as an original.
- 18. Recognize that in order to remain in compliance with laws and regulations governing consumer reporting agencies PEI may make modifications to this agreement from time to time. These modifications may be mailed to the User and the User's use of PEI's services after the date specified in the communication will be construed as your agreement and implied consent to these modifications.
- 19. To utilize Private Eyes, Inc. as its pre-employment screening vendor commencing from date of signed agreement and expiring February 28, 2015. This agreement shall remain in effect thereafter for a term of one (1) year unless either party notifies the other party of its wishes to terminate the agreement at least 30 days prior to the expiration of the initial or subsequent term.

## PRIVATE EYES INC. AGREES TO:

- Comply with all applicable laws in the preparation and transmission of reports as defined in 15 USC-1681 et seq, regulated by the Federal Trade Commission.
- Follow reasonable quality assurance procedures to assure maximum possible accuracy of information.
- Re-verify at no cost any disputed report when either the User or the Subject makes a request in accordance with applicable law. PEI's response shall be made in writing and delivered in a timely manner.
- 4. Maintain consumer report information and transaction details for a minimum of two years. During an inquiry, the subject of the report has the right to learn the name of the User ordering information and has the right to receive a copy of the report ordered by the User when a lawful request is made to PEI.
- Provide all information to the consumer as required by the Fair Credit Reporting Act.
- Maintain confidentiality of its data acquisition and verification methodology.
- PEI has access to consumer reports from one or more consumer credit reporting agencies.
- 8. PEI may, at its sole discretion, terminate service to any user.