

CONSUMER REPORT REQUIREMENTS PURSUANT TO THE STATE OF CALIFORNIA



Customer specifically agrees to the parties obligations in regard to the requirements of the State of California that are above and beyond the requirements of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. Many of the reports being provided to Customer are now considered to be “Investigative Consumer Reports” under the California Civil Code and demand additional requirements in regard to their use. Customer agrees to keep itself informed of its obligations under the law. Customer assumes additional obligations and responsibilities when ordering reports on California residents for transactions occurring within the State of California.

1. Customer represents that the reports will be ordered for the permissible purpose(s) indicated above only.
2. When ordering a report for employment purposes, Customer will:
 - a. Prior to ordering a report, provide a written disclosure to the consumer which includes the following:
 - i. Notice that an investigative consumer report may be ordered regarding the consumer’s character, general reputation, personal characteristics and mode of living,
 - ii. Shield’s name, address and toll-free telephone number,
 - iii. The Permissible Purpose of the Report,
 - iv. The nature and scope of the investigation to be conducted,
 - v. Notice that the consumer can request a copy of his/her file from Shield during normal business hours and the procedures for doing so,
 - vi. A checkbox where the consumer may indicate he/she would like to receive a free copy of the report,
 - vii. The written consent of the consumer.
 - b. Provide a copy of the report to the consumer within three (3) days from the day that Customer receives the report from Shield, if a copy is requested by the consumer.
3. The requirements of 2(b) are applicable only when ordering consumer reports to qualify California residents for employment in the State of California.

With respect to reports ordered on California residents for transactions occurring within the State of California, customer additionally agrees to indemnify and hold Shield harmless in the underlying Agreement, Customer agrees to additionally hold Shield harmless and to indemnify Shield from any “civil penalty” imposed upon Shield as a result of any act or omission of the Customer. A civil penalty is any amount identified by law as a minimal recovery by a claimant without the necessity of the claimant proving actual damages in such amount.

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