

CUSTOMER SET-UP FORM



Note: If Customer is a tax-exempt organization under section 501 (c)(3) of the Internal Revenue Code, please provide a copy of the tax exempt certificate.

CUSTOMER INFORMATION	
CUSTOMER'S LEGAL NAME	
PHYSICAL ADDRESS	
CITY/STATE/ZIP	
TYPE OF BUSINESS	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Proprietorship
FEDERAL IDENTIFICATION NUMBER	

CUSTOMER CONTACT INFORMATION	
CONTACT NAME	
CONTACT EMAIL	
CONTACT PHONE & FAX	

BILLING CONTACT INFORMATION	
BILLING CONTACT NAME	
BILLING CONTACT EMAIL	
BILLING CONTACT PHONE & FAX	
BILLING CONTACT ADDRESS	
CITY/STATE/ZIP	
BILLING TYPE	<input type="checkbox"/> Master Card <input type="checkbox"/> Visa <input type="checkbox"/> American Express <input type="checkbox"/> Check
CARD NUMBER (IF APPLICABLE)	
EXPIRATION DATE/AUTHORIZATION CODE	

SERVICES REQUESTED (Check All that Apply)
<input type="checkbox"/> Residential Screening <input type="checkbox"/> Pre-Employment Screening <input type="checkbox"/> Volunteer Screening <input type="checkbox"/> Other: _____

DATA REQUESTED (Check All that Apply)
<input type="checkbox"/> Criminal History <input type="checkbox"/> Credit Reports <input type="checkbox"/> Motor Vehicle Reports <input type="checkbox"/> Worker's Compensation Reports
<input type="checkbox"/> Drug & Alcohol Screening <input type="checkbox"/> Other: _____

CUSTOMER SERVICES AGREEMENT



THIS CUSTOMER SERVICES AGREEMENT (the “Agreement”) is executed to be effective as of the ____ day of _____, 20____, by and between **Shield Screen**, LLC an Oklahoma corporation (“Shield”), having a mailing address of 7707 E 111th St Suite 103, Tulsa, Oklahoma 74133, and _____, having a mailing address of _____ (hereinafter defined as the “Customer.”)

WHEREAS, Shield, LLC is a company in the business of providing background screening and related services to companies throughout the United States.

WHEREAS, the Customer desires to engage Shield to provide the services as set forth in the Customer Request Form on Schedule A, attached hereto, and Customer desires to purchase certain background screening products and services from Shield, and Shield desires to provide Customer with the same pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual agreement set forth herein, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the Shield and the Customer hereby agree as follows:

1. SERVICES TO BE PROVIDED BY SHIELD.

a. Shield agrees to furnish to Customer certain background screening services and products on job applicants/employees, as requested by the Customer. Shield will use its best efforts to deliver the consumer reports requested in an expeditious manner, however, Shield shall have no obligation or liability to Customer for any delay or failure to deliver consumer reports caused by the parties providing data or information to Shield, or by any other third-party. Shield is a federally regulated Consumer Reporting Agency as defined by the Fair Credit Reporting Act for the purpose of providing preemployment screening information in accordance with all applicable guidelines and confidentiality as stipulated within applicable statutes. Shield agrees to make available to Customer for a fee, information using a variety of electronic transmission methods using web-based connections established by and between Shield and certain third-party providers of information and services. All Shield automated products and will be available within seconds or minutes of the request for information being submitted by Customer. Automated products and services return results based on search criteria input by Customer and based on search criteria made available from the various third-party resources of consumer data and information.

b. Shield agrees to make available to Customer for a fee, information from certain third-party resources of information using a variety of manual research and investigative methods. All Shield non-automated products will be available subsequent to the request for information being submitted by Customer. Non-automated products and services return results based on search criteria input by Customer and based on search criteria made available from the various third-party resources of information. Non-automated products are returned within the time periods specified in the product and service coverage descriptions and specifications which are subject to change and are made available to all Customers through the System, and may be subject to additional access fees which will be passed through directly to Customer on Customer’s monthly invoice from Shield.

c. Upon request by Shield, Customer may be required to provide Shield certain written documentation or information required in order for Shield to gain access to the particular information in question. Customer understands that Shield will not initiate the processing of Customer’s request for information unless and until Shield has received such written documentation from Customer. In connection with any request for products and services, Shield will at all times show Customer in the System a status report on each request. Each request will reflect a status (for example, “complete” or “pending”). Customer understands that if for any reason Shield performs its duties to complete a search but nonetheless is unable to verify information requested by Customer because a third party fails to provide the information (i.e., the individual or organization that was designated by the consumer for contact by Shield did not respond to Shield’s inquiries for information), Shield’s obligations will have been satisfied and the service performed will be billed to Customer.

2. SERVICE FEES. Customer agrees to pay to Shield the service fees for all reports provided by Shield, as set forth in the Pricing Addendum made part hereof. The initial pricing will be valid for _____ days from the effective date of this Agreement, but in any event is subject to change annually upon written notice to Customer by Shield. The prices and rates for the reports do not include any third-party access fees, government surcharges, nor applicable federal, state or local taxes, which are subject to being imposed or changed as to their amount, with or without notice. Customer shall be responsible for the payment of and additional access fees, government surcharges, and taxes levied or assessed upon Shield in connection with Shield's provision of services, other than income taxes assessed with respect to Shield's business operations. Shield will provide to Customer, upon request, a schedule of fees and surcharges as they are reported to and/or become available to Shield.

3. PAYMENT TERMS. Shield will issue a periodic statement to Customer for all services rendered by Shield. Customer agrees to pay Shield upon receipt of an invoice for reports rendered during the previous billing period according to the current rate schedules in effect, including any taxes, surcharges or add-on fees imposed directly by any municipality, government, court or other such entity. Invoicing may be transmitted electronically or via paper transmission. Customer specifically agrees that it will be responsible for all reports issued as a result of any use of Customer's assigned access codes, whether intended or not. Customer may only dispute charges appearing upon an invoice, if such dispute is provided to Shield in writing within 30 days from the date of the invoice. All past due amounts shall accrue interest at a rate of 1.5% per month. Accounts suspended for late payment or returned checks are subject to a \$25.00 reconnection fee. If collection efforts are required, Customer shall pay all costs of collection, including reasonable attorney's fees. All payments must be submitted by credit card payment or mailed via US Mail to Shield at the following mailing address:

Shield Screen, LLC
7707 E 111th Street, Suite 103
Tulsa, OK 74133

4. TERM AND TERMINATION. The Term of this Agreement shall be for one year beginning on the effective date of this Agreement, and shall remain in effect thereafter for additional one year terms unless otherwise terminated by the parties. Shield reserves the right to terminate any request by Customer for information at any time in the event of: (a) multiple declines due to non-sufficient funds on any Customer electronic fund transfer or return on Customer's credit card; (b) Customer's delinquency on any payment obligation provided for herein; (c) any violation of the FCRA by Customer; (d) a breach any term of this Agreement by Customer; (e) any material change in any law or regulation that adversely affects this Agreement; or (f) upon the expiration or termination of Shield's agreement with any third-party who may be a source of information being requested by Customer. Under these circumstances, Shield will have an unrestricted right, without prior notice, to immediately terminate any part or all of this Agreement, without any liability of any kind or nature whatsoever to Customer. Shield further reserve the right to terminate this Agreement for any reason other than previously listed upon 30-days written notice to Customer. If the Customer's account is paid in full, Customer may terminate this Agreement for any reason, effective upon 30-days written notice to Shield. The following sections shall survive expiration or termination of this Agreement: all provisions relating to obligations to pay or terms thereof, indemnifications and limitations on liability, confidentiality and/or limitations thereof, compliance requirements and audit rights, changes in ownership, assignment of rights, force majeure, dispute resolution, attorney's fees recovery rights and credit authorizations.

5. DISCLAIMER OF LIABILITY FOR CERTAIN RESULTS. The parties to this Agreement hereby acknowledge and agree that Shield disclaims any and all liability resulting from false positive search results or the failure of Shield to report positive search results based upon various filtering methods employed by or specified for use by Customer and Customer waives any claim for liability against Shield based upon the same.

6. REPRESENTATIONS AND WARRANTIES. Shield represents that it provides information delivery products and services that are put to use by organizations and individuals throughout the United States of America for such purposes that include screening in connection with employment decisions, residential decisions, volunteer background decisions, and more. The information products and services are delivered by and through Shield's own proprietary delivery system(s) as well as by and through such systems as may be proprietary to other companies but which are properly put to use by Shield, (collectively, "The Shield System"). Shield obtains consumer information from third-party sources (including but not limited to credit bureaus, courthouses, individuals, government agencies, former employers, and other furnishers of information of interest to Customer) that Shield has made a good faith attempt to determine is a reliable and legitimate source. Shield collects such information and reports such information in a manner that is designed to be lawful as well as to assist Customer in its decision making processes. Shield warrants and represents that it will accurately report the information provided to it by any third-party sources based on the request made by Customer and subject to any restrictions on reporting imposed on Shield. Shield cannot and does not guarantee the accuracy of the information furnished to

Shield by any third-party source. Customer represents that it is a legitimate business entity or individual having a legally permissible purpose for obtaining consumer reports and that it utilizes such reports lawfully and properly.

7. CUSTOMER'S ACKNOWLEDGEMENTS AND OBLIGATIONS.

a. Customer agrees to abide by all applicable state and federal laws and/or regulations governing the requesting, use, retention and transmission of consumer reports and/or information of the nature being requested and provided under this Agreement. Specific obligations of Customer include, but shall not be limited to, the following: (1) Customer may only use the reports and information obtained from Shield under this Agreement for a lawful and permissible purpose; (2) Customer will provide written disclosure and obtain written authorization, as required by federal and state law, prior to requesting a report on any individual or company from Shield; (3) Customer acknowledges and agrees that insofar as the Shield web site can be accessed internationally, Customer shall follow all applicable local laws about the Internet, data and email use, privacy and transmission of technical or other data exported from the United States to the country where Customer may be domiciled; and (4) Customer will comply with the applicable provisions of the FCRA, the Federal Equal Credit Opportunity Act, the Gramm-Leach-Bliley Act and any amendments to them, all applicable state law counterparts, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to the consumer.

b. As required by law, Customer hereby certifies that every request submitted to Shield is (1) to obtain information which Customer is permitted by law to have, (2) for Customer's authorized and one-time use for such permissible purpose, and (3) not for the purpose of selling, leasing, renting, compiling, reuse or other impermissible activity. Customer warrants that it will not, either directly or indirectly, itself or through any agent or third party: (A) request, compile, store, maintain or use information obtained in Report to build its own database; (B) resell any information obtained from Reports; or (C) copy or otherwise reproduce the information in the Report. Each time a request for a consumer credit report is made by a resident of any state having a consumer consent statute, Customer certifies, represents and warrants that Customer has obtained the consent of the consumer prior to accessing the Information. Customer understands that any person who knowingly and willfully obtains information about a consumer from Shield under false pretenses may be liable under Title 18, United States Code, imprisoned for not more than 2 years, or both. Shield shall not be liable for Customer's improper or unlawful access of or use of any information reported to Customer by Shield.

8. CONFIDENTIALITY.

a. All reports and information provided by Shield to Customer will be treated as confidential and shall only be used for the permissible purpose which was the basis of the request by Customer for the information. The ability to access reports shall be restricted and any issued individual Usernames or Passwords used to obtain reports should be restricted to those individuals to whom such access was granted. Customer will require that each user of Customer's system access software will be assigned a unique logon password. Under no circumstances should unauthorized personnel have knowledge of any passwords used to access the Shield System. Customer must protect account numbers and passwords in such a way as to be known only to key personnel. Any system access software Customer may use, whether developed by Shield or purchased from a third-party vendor, must have account numbers and passwords protected or embedded so that the passwords and account numbers are known only to supervisory personnel or other personnel authorized to use the services. Customer is solely responsible for the security of assigned access codes, and is required to promptly notify Shield of any security breach involving usernames, passwords, or consumer information.

b. Each party agrees that the following materials and information and all copies thereof of whatever nature are confidential: (i) proprietary information of either party (including, without limitation, the names and addresses of customers and consumers) and information that either party does not generally make available to the public; (ii) the methods, means, personnel, equipment, and software by and with which the other party provides its products and services ; and (iii) any other information that either party reasonably designates, by notice in writing delivered to the other party, as being confidential or proprietary ("Confidential Information"). Except as expressly permitted herein, neither party shall use the Confidential Information of the other party and each party shall keep the Confidential Information of the other party secret to the degree such party keeps secret its own confidential or proprietary information, and in any case using no less than reasonable care. Confidential Information of the disclosing party shall not be disclosed by the party who receives such information except: (i) to a party's accountants, auditors, agents, legal counsel, and parent companies; provided, however, that such parties agree to be bound by these confidentiality provisions; or (ii) as may be required by any legal process, court order, or governmental agency, in which event the party making such disclosure shall so notify the other as promptly as practicable prior to making such disclosure and shall seek confidential treatment of such information. No information that would otherwise be Confidential Information shall be subject to the restrictions on disclosure in the event and to the extent that: (i) such information is in, or becomes part of, the public domain otherwise than through the fault of the receiving party; (ii) such information was known to the receiving party prior to the execution of the

Agreement as proven by the receiving party's written records; (iii) such information was revealed to the receiving party by a third party having no obligation to hold such information confidential; or (iv) such information is developed independently of any of the disclosing party's Confidential Information by the receiving party.

9. **ELECTRONIC STORAGE OF INFORMATION.** Each report issued by Shield will be available on the System for a period of at least 90 days from the date the report was issued. Thereafter, Shield will retain such report in an archived, digital, secure fashion, and will only make such report available to Customer upon written request. Shield reserves the right to charge a fee for such archived data retrieval. Once issued by Shield, Customer shall be solely responsible for the proper and lawful use, retention, storage and destruction of all such reports by Customer.

10. **AUDIT RIGHTS.** Shield reserves the right to periodically audit Customer's compliance with the FCRA and other privacy and confidentiality laws. Customer hereby consents to Shield conducting such audits and agrees that any failure to cooperate fully in the conduct of any audit will result in immediate termination of Customer's access to Shield.

11. **MUTUAL INDEMNIFICATION.** Shield shall indemnify, defend and hold Customer harmless from and against any and all causes, actions, claims, litigation, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including but not limited to reasonable attorney's fees and any other reasonable expenditures, i.) which arise out of Shield's breach of this Agreement, Shield 's negligence, or unlawful or intentional misconduct or ii) in which it is alleged that any part of the Program (as defined below), "Shield Technology," or Shield's services provided to Customer hereunder infringes any third party's U.S. intellectual property (an "Infringement Claim"), provided that Customer promptly notifies Shield of any such intellectual property claim and reasonably cooperates with Shield in the defense thereof. Nothing in this paragraph shall obligate Shield to indemnify, defend or hold Customer harmless from and against claims to the extent attributable to Customer's negligence or unlawful or intentional misconduct. Customer shall indemnify, defend and hold Shield harmless from and against any and all causes, actions, claims, litigation, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including but not limited to reasonable attorney's fees and any other reasonable expenditures, which arise out of Customer's breach of this Agreement, Customer's negligence, or Customer's unlawful or intentional misconduct. Nothing in this paragraph shall obligate Customer to indemnify, defend or hold Shield harmless from and against claims to the extent attributable to Shield's negligence, or unlawful or intentional misconduct. Likewise nothing in paragraph shall obligate Customer or Shield to be liable if to do so would be in direct violation of law.

12. **LIMITATION ON LIABILITY.** SHIELD DOES NOT WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF CONSUMER INFORMATION, SERVICES, OR PROGRAMS RETRIEVED BY SHIELD FROM THIRD-PARTY SOURCES DUE TO THE FACT THAT SAID INFORMATION, SERVICES, OR PROGRAMS ARE SECURED AND THROUGH FALLABLE TECHNOLOGY AND/OR HUMAN SOURCES. SHIELD SHALL NOT BE THE INSURER OF THE ACCURACY OF THE INFORMATION AND SHALL NOT BE LIABLE TO END-USER FOR ANY LOSS, INJURY OR DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, ARISING OUT OF CUSTOMER'S USE (OR INABILITY TO USE) REPORTS OR SERVICES, OR IN WHOLE OR IN PART BY SHIELD'S ACTS OR OMISSIONS IN PROCURING, COMPILING, REPORTING, COLLECTING, INTERPRETING, COMMUNICATING OR DELIVERING SERVICES, REPORTS, PROGRAMS, OR INFORMATION THEREIN. SHOULD ANY PORTION OF THE FOREGOING DISCLAIMER OF WARRANTY BE DETERMINED TO BE INVALID OR UNENFORCEABLE, OR SHOULD SHIELD BECOME LIABLE FOR DAMAGES ARISING UNDER THIS AGREEMENT, THE END-USER MAY RECOVER FROM SHIELD ITS DIRECT DAMAGES UP TO AN AMOUNT NOT TO EXCEED THE LESSER OF THE PRECEDING THREE (3) MONTHS OF CHARGES PAID BY CUSTOMER TO SHIELD OR \$5,000.00.

13. **FORCE MAJEURE.** Shield shall not be liable for its inability to perform, or for any delay in performing, any of its obligations under this Agreement if that inability or delay is caused by a force majeure event, including, but not limited to, equipment failures, government action, Shield's inability to acquire data, services or other products on terms anticipated by Shield, or for any other cause reasonably beyond Shield's control.

14. **ARBITRATION.** Any dispute arising out of or relating to this Agreement or its breach will be settled by arbitration under and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will be held in Tulsa, Oklahoma, or such other mutually agreeable location. The award rendered by an arbitrator shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States. This agreement to arbitrate will not prevent either party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm. Each party hereby consents to the jurisdiction of the state and federal courts of Oklahoma in connection with any application for such relief. Should the arbitration provision hereinabove fail for any reason to bind the parties to such dispute resolution, the parties expressly agree that

any legal action between the parties for a claim or dispute arising out of or relating to this Agreement or its breach shall commence in a court of competent jurisdiction in Tulsa, Oklahoma. This Agreement shall be governed by the laws of the State of Oklahoma. Additionally, the governing law for any arbitration, or legal action in the event of the failure of the arbitration provision of this Agreement, shall be the law of the State of Oklahoma, without reference to its conflict of law provisions. The parties hereby waive any objection they may have to the law and forum set forth above. In the event of any default on the part of either party to this Agreement, in addition to all other remedies, the party in default will pay the aggrieved party all amounts due and all damages, costs and expenses, including reasonable attorneys' fees, incurred by the aggrieved party in any legal action, arbitration or other proceeding as a result of such default, plus interest at the highest rate allowable by law, accruing from the date of such default.

15. **ASSIGNMENT OR CHANGE OF OWNERSHIP.** Customer shall not assign, sell or transfer its rights in this Agreement or the right to receive the Information, services or products provided hereunder, whether by operation of law or otherwise, without Shield's prior written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment in violation of this Section 15 shall be void. This Agreement is fully assignable by Shield and shall inure to the benefit of any assignee or other legal successor in interest. Shield also reserves the right to assign or subcontract any or all of its duties arising hereunder. In the event of a change in ownership or change in control of Customer, Customer must notify Shield in writing, and, if Shield so requests, must execute a new agreement and Customer's services hereunder may be suspended or terminated.

16. **NO WAIVER.** The terms, representations and warranties of this Agreement may only be waived by a written instrument executed by the party waiving compliance. Except as otherwise provided for herein, neither party's failure to enforce any right or remedy available to it under this Agreement shall be construed as a continuing waiver of such right or a waiver of any other provision hereunder.

17. **CREDIT AUTHORIZATIONS.** Customer authorizes Shield to obtain any and all information concerning Customer's business and personal history and financial credit report, which Shield may require in connection with this Agreement.

18. **MULTIPLE COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronic transmission of the signed Agreement shall be legal and binding on all parties.

IN WITNESS WHEREOF, Customer and Shield each caused this Agreement to be executed by its duly authorized representative as of the date first written above.

CUSTOMER:
Company Name: _____
By: _____
Printed Name: _____
Title: _____
Address: _____

SHIELD:
Shield Screen, DBA Shield Screening
By: _____
Printed Name: _____
Title: _____
Address: _____

AUTHORIZED USE OF REQUESTED INFORMATION



Customer must initial any of the following purposes for which customer will request information from Shield, Inc d/b/aShield Screening.

_____ **CREDIT TRANSACTIONS.** Customer will use these reports In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of, an account of the consumer. Customer will not use these reports for employment purposes;

_____ **FOR EMPLOYMENT OR VOLUNTEER PURPOSES.** Customer will use reports only for employment or volunteer purposes, and will not access any other credit information other than for employment or volunteer purposes. Customer will not order or use a report to determine eligibility for credit or insurance or in connection with the collection of a debt. Customer certifies that it will make the disclosures and meet the conditions required by the Fair Credit Reporting Act, as amended ("FCRA), to the subject of each report it accesses, and that information from the report will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, if Customer takes any adverse action based on any information from a personal report, Customer will verify that information through another source;

_____ **INSURANCE UNDERWRITING.** Customer will use Reports In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained. Customer will not access credit reports in connection with any insurance purpose other than underwriting. Customer will not access credit reports on any consumer after the consumer has filed a claim for proceeds of any insurance policy;

_____ **CREDIT ASSESSMENT OR PREPAYMENT RISK.** Customer will use the Reports In connection with a valuation of, or an assessment of the credit or prepayment risk associated with, an existing credit obligation. Customer must be a potential investor in, potential servicer of or a current insurer of an existing credit obligation;

_____ **GOVERNMENT LICENSE ELIGIBILITY DETERMINATION.** Customer will use the reports in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial status. Customer must be a governmental instrumentality or acting as an agent for a governmental instrumentality;

_____ **CHILD SUPPORT PAYMENT CALCULATION.** Customer will use the reports In connection with the establishment of an individual's capacity to make child support payments or determining the appropriate level of such payments. Customer must be the head of state or local child support enforcement agency or authorized by the head of such agency. Customer certifies that it will make the disclosures and meet the conditions required by the FCRA to the subject of each report it accesses, and that information from the report will not be used in connection with any other civil administrative, or criminal proceeding, or for any other purpose;

_____ **NONCREDIT GRANTING AGENCY DETERMINATIONS.** Customer is a non-credit granting agency and will **only** request and receive identifying information, limited to name, address, former addresses, places of employment or former places of employment;

_____ **TENANT SCREENING.** Customer will use the report in connection with a tenant screening application involving the consumer;

_____ **MORTGAGE REPORTS.** Customer certifies that it will obtain credit reports only in connection with a credit transaction involving the consumer on whom the information is furnished. Customer will request information for preparing mortgage credit reports only;

_____ **CONSUMER INSTRUCTED.** Customer will use the report only in accordance with the written instructions of the consumer; OR

_____ **OTHER.** Customer will use the report for a legitimate business need in connection with a business transaction that is initiated by the consumer.

CUSTOMER:

Company Name: _____

By: _____

Printed Name: _____

Title: _____

Address: _____

SHIELD:

Shield Screen, LLC d/b/a Shield Screening

By: _____

Printed Name: _____

Title: _____

Address: _____

AUTHORIZED USE OF REQUESTED INFORMATION



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. 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 Website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

This 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.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

II.

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 the CRA the permissible purpose(s) for which the report is being obtained and certifies 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 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 identify 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.

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.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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.

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 a copy of any report relied upon by the trucking

company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

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

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

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, which a person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.

- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type, size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigation by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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 Website, 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.*

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT



The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130- A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, by September, 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- You may limit “prescreened” offers of credit and insurance you get based on information in your credit report. Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists on which these offers are based. You may opt- out with the nationwide credit bureaus at 1-800-392-7816.
- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- Identity theft victims and active duty military personnel have additional rights. For more information, visit www.ftc.gov/credit.

States may enforce the FCRA and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS	CONTACT
Consumer reporting agencies, creditors and others not listed below.	Federal Trade Commission: Consumer Response Center-FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue Ste 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051

CUSTOMER AGREEMENT REGARDING USE OF CONSUMER REPORTS FOR EMPLOYMENT PURPOSES



As a condition to ordering and obtaining consumer reports from Shield, LLC and “You” (defined as the employer/company identified as the “Customer” in the Customer Services Agreement), agree as follows:

1. You certify to Shield that with respect to each consumer report (“Report”) ordered from Shield:
 - a. **Use for Employment Purposes Only.** You will use such report solely for employment purposes and for no other purpose. Employment purposes include the evaluation of the subject of the report for employment, promotion, reassignment, or retention as an employee. The subject of the Report (“Applicant”) includes any consumer who is an applicant, potential employee or employee.
 - b. **Obtain Written Authorization in Advance.** Prior to ordering the Report, or causing the Report to be ordered:
 - i. You have made a clear and conspicuous written disclosure to the Applicant, in a document consisting solely of the disclosure that a Report may be obtained for employment purposes; and
 - ii. You have obtained the Applicant’s written authorization to obtain the Report; such authorization may be in the same document as the disclosure.
 - c. **Pre-Adverse Action Letter & Opportunity to Respond.** Prior to taking any adverse action based in whole or in part on the Report, You will provide the following to the Applicant:
 - i. A copy of the Report; and
 - ii. A copy of “A Summary of Your Rights Under the Fair Credit Reporting Act,” as prescribed by the Federal Trade Commission (“FCRA Summary of Rights”). You acknowledge that Shield has provided you a copy of the FCRA Summary of Rights and it can be obtained from the FTC’s website (www.ftc.gov). Before You take any adverse action against the Applicant based in whole or in part on the Report, You shall give the Applicant a reasonable amount of time after the copy of the Report and FCRA Summary of Rights have been received to dispute the accuracy and completeness of the information in the Report.
 - d. **Post-Adverse Action Letter.** If You take any adverse action with respect to the Applicant based in whole or in part on any information in the Report, You will provide the Applicant with **all** of the following:
 - i. Notice of the adverse action;
 - ii. Shield’s name, address, and toll-free telephone number;
 - iii. A statement that Shield did not make the decision to take the adverse action and is unable to provide the Applicant the specific reasons why the adverse action was taken;
 - iv. Notice of the Applicant’s right to obtain a free copy of the Report from Shield if, within 60 days after receipt of the notice, he or she request a copy from Shield; and
 - v. Notice of the Applicant’s right under the FCRA to dispute with Shield the accuracy or completeness of any information in the Report.
 - e. You will not use any information in the Report in violation of any applicable federal or state equal employment opportunity law or regulation.
 - f. You will provide the following additional notice to every Applica

If you live or are applying for a job in the state of California, Maine or New York, please review the additional notices.

CALIFORNIA. You may view the file maintained on you by Shield, Inc d/b/a Shield Screening.. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at Shield, Inc d/b/a Shield Screening. offices in person, during normal business hours and on reasonable notice, or by mail; you may also receive a summary of the file by telephone. Shield, Inc d/b/a Shield Screening has trained personnel available to explain your file to you, including any coded information. If you appear in person, one other person may accompany you, provided

MAINE. You have the right upon request, to be informed of whether an investigative consumer report was requested, and if one was requested, the name and address of the consumer-reporting agency furnishing the report. The consumer may request and receive from the Company, within five business days of receipt of the consumer's request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer-reporting agency issuing an investigative consumer report concerning the consumer. In addition, the consumer also has the right, under Maine law, to request and promptly receive from all such consumer reporting agencies copies of any such investigative consumer reports.

NEW YORK. The consumer has the right, upon written request, to be informed of whether or not an investigative consumer report was requested. If a consumer report is requested, the consumer will be provided with the name and address of the consumer-reporting agency furnishing the report. The consumer may inspect and receive a copy of the report by contacting that agency.

2. **Investigative Report Obligation.** In some cases, you may order a Report from Shield for employment purposes that would also constitute an "investigative consumer report." (In general, an "investigative consumer report" is one in which information has been obtained through personal interviews with friends, neighbors, or associates of the Applicant or others with whom the Applicant is acquainted or who may have knowledge concerning any such items of information, and the information is more than just a verification of facts.) In the event that you order from Shield any investigative consumer Report, then in addition to your other certifications herein, You certify as follows with respect to each investigative consumer Report ordered:
- a. Not later than three (3) days after the date of requesting such Report from Shield, You will mail or otherwise deliver a written disclosure to the Applicant containing the following information:
 - i. A statement that clearly and accurately discloses that an investigative consumer Report on the Applicant may be made and such Report may contain information as to his or her character, general reputation, personal characteristics and mode of living (as applicable); and
 - ii. A statement informing the Applicant of his or her right to request in writing additional disclosures about the nature and scope of the investigation and a written summary of rights (FCRA Summary of Rights).
 - b. Upon written request by the Applicant within a reasonable period of time following the Applicant's receipt of the disclosure referred to in subsection "a." above, You shall make a complete and accurate written disclosure of the nature and scope of the investigation You have requested. You will mail or otherwise deliver the nature and scope disclosure to the Applicant not later than five (5) days after the date on which the request for such disclosure was received from the Applicant or such investigative consumer Report was first requested, whichever is later.
3. You are aware that in addition to the FCRA and other federal laws, state laws may be applicable to your ordering and use of consumer and/or investigative consumer Reports, and agree to comply with all applicable federal and state laws and any changes or revisions to such laws.
4. You certify to Shield that with respect to each driving record information or motor vehicle Report ordered from Shield, you will comply with each of the above requirements relating to consumer Reports, the Motor Vehicle Records Addendum, and you will also comply with the Driver's Privacy Protection Act of 1994 and any of its amendments in your ordering and use of the driving record information or motor vehicle Report.
5. You agree that all certifications and agreements herein are of a continuing nature and are intended to apply to each consumer and/or investigative consumer Report that you order from Shield. You agree to keep all documentation signed by the Applicant required herein for at least five (5) years after the date of the Report to which such documentation relates and to provide Shield copies upon request.

Customer acknowledges that customer certifies to the above and that customer will implement appropriate policies and procedures at customer's place of business to ensure compliance with the above requirements.

Customer agrees to provide a copy of the employer certification to all employees of customer who will be requesting reports from **Shield, Inc d/b/a Shield Screening**.

Company Name: _____

By: _____ Printed Name: _____

Title: _____ Date: _____

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.