

USER AGREEMENT (Appendix C Notice of Employer Responsibilities)

This agreement by and between *Pre-Employment Profiles* and the company named below ("User") and/or its designated agent(s), consists of the following understandings and conditions.

User certifies and agrees to:

1. Use the service of and the reports received from *Pre-Employment Profiles* in strict accordance with all provisions of the Fair Credit Report Act (FRCA), 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.
2. Use the information provided by *Pre-Employment Profiles* for the user's exclusive use only, except to disclose said information to the subject of the report, and for employment purposes only, and only in accordance with applicable law.
3. 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.
4. Make a clear and accurate disclosure to the applicant or employee if an investigative consumer report (reference or previous employment check) will be obtained, including a statement informing the subject of the report that additional information is available if requested.
5. Obtain the proper written authorization from the applicant or employee for any consumer report and/or investigative consumer report prior to requesting any report.
6. If an adverse decision regarding employment is going to be made due in whole or in part to information in any report obtained from *Pre-Employment Profiles*, proper notice will be given to the applicant or employee along with a copy of the report and "A Summary of Rights." For California employers, a copy of the report must be provided by the employee per California Civil Code Section 1786, et seq. if so requested.
7. 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.
8. Recognize that information is obtained and managed by fallible sources, and that for the fee charged, *Pre-Employment Profiles* does not guarantee or insure the accuracy or depth of the information provided.
9. Assume responsibility for the final verification of the applicant's identify.
10. Base employment decisions or any actions on the User's lawful policies and procedures, and recognize that *Pre-Employment Profiles* employees are not allowed to render any legal opinions regarding information contained in a consumer report and/or investigative consumer report.
11. Acknowledge that a facsimile of the Agreement is as valid as the original.
12. Recognize that in order to remain compliant with laws and regulation governing consumer reporting agencies, *Pre-Employment Profiles* may make modifications to the Agreement from time to time. These modifications may be mailed to the User and the User's use of *Pre-Employment Profiles* services after the date specified in the communication will be construed as its agreement and implied consent to these modifications.

***Pre-Employment Profiles* agrees to:**

- a. 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.
- b. Follow reasonable quality assurance procedures to assure maximum possible accuracy of information.
- c. Re-verify at no cost any disputed report when either the User or the subject makes a request in accordance with applicable law. *Pre-Employment Profiles* response shall be made in writing and delivered in a timely manner.
- d. Maintain consumer report information and transaction details for a minimum of two (2) 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 *Pre-Employment Profiles*.
- e. Provide all information to the consumer as required by the Fair Credit Reporting Act.
- f. Maintain confidentiality of its data acquisition and verification methodology.

PRE-EMPLOYMENT PROFILES, A Division of PARKER & ASSOCIATES, Professional Investigations
POB 20398, Bakersfield CA 93390-0398 Ph: 661.635.0633 Fax: 661.635.0634 CA PI 16105
Web: www.PreEmploymentProfiles.com , Email: PEP@bak.rr.com

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I certify that I have read the terms for this User Agreement and I agree to the terms as written.

Client Authorization Signature Title Date

Business Name Type of Business

Pre-Employment Profiles Authorized Signature Title Date

CONSUMER REPORT QUESTIONNAIRE

The Fair Credit Reporting Act requires sellers of Consumer Reports to verify the legitimate business purpose of such inquiries. The following information needs to be only completed once and faxed to us prior the first report is rendered.

Company Name

Primary Contact & Title: _____

Telephone Number(s) for Primary Contact: _____ Fax: _____

Email: _____

Physical Address of Business: _____

Billing Address of Business if different: _____

Business License #: _____ City: _____

Nature of Business: _____

Years in business: _____

Reports to be delivered via Email / Fax / Mail (Please choose one)

Billing to be sent at end of each month unless otherwise requested.

FAX THIS SIGNED AGREEMENT TO *PRE-EMPLOYMENT PROFILES* AT 661.635.0634

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