



## CONSUMER REPORT END-USER AGREEMENT

This Consumer Report End-User Agreement is between Secure Employment Group LLC ("CRA") and \_\_\_\_\_, effective as of date of last signature.

### As required by the federal Fair Credit Reporting Act, the End-User certifies and agrees to:

- 1) Use the services of and the reports received from CRA in strict compliance with all provisions of the federal Fair Credit Reporting Act (FCRA), federal or state equal employment opportunity laws, state consumer reporting laws, 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 CRA for the End-User's exclusive one-time 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. Information will be held in strict confidence except to the extent that disclosure to others is required or permitted by law. End-User is prohibited from the sale or transfer of consumer reports to any other third party not involved in the employment decision. End-User is obligated to notify CRA of any change in the purpose for which information will be used. Recognize and understand that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both."
- 3) Certify that End-User has received and read the "Notice to Users of Consumer Reports: Obligations of Users under the FCRA", as attached to this agreement.
- 4) 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.
- 5) Make a clear and accurate disclosure to the applicant or employee if an investigative consumer report will be obtained, including a statement informing the subject that additional information is available if requested.
- 6) Obtain the proper written authorization from the applicant or employee for any consumer and/or investigative report prior to requesting such report. Maintain written authorizations on file for a minimum of five (5) years from the date of inquiry.
- 7) Make signed authorizations available to CRA for audit purposes when given reasonable notice. End-User gives its consent to CRA to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Subscriber's material breach of this agreement, constitute grounds for immediate suspension of the service or termination of this agreement. If CRA terminates this agreement due to the conditions in the preceding sentence, Subscriber (i) unconditionally releases and agrees to hold CRA harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against CRA in connection with such termination.



- 8) Provide proper notice to the applicant or employee, a copy of the report obtained, and “A Summary of Your Rights under the Fair Credit Reporting Act”, as required by the FCRA, if an adverse action or decision regarding employment may be made due to information in any report obtained from CRA. End-User also certifies receipt of duplicable copy of “A Summary of Your Rights under the Fair Credit Reporting Act”, as attached to this agreement, and acknowledges availability of the Summary on CRA’s website.
- 9) Vermont Certification. End-User certifies that it will comply with applicable provisions under Vermont law. In particular, End-User certifies that it will order Equifax Employment Information relating to Vermont residents that are consumer reports as defined by the Vermont Fair Credit Reporting Act (“VFCRA”), only after End-User has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. End-User further certifies that a copy of Section 2480e of the Vermont Fair Credit Reporting Statute, as attached to this agreement, was received from CRA.
- 10) Ensure that reports will be requested only by End-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.
- 11) Recognize that information is obtained and managed by fallible sources, and that for the fee charged, CRA does not guarantee or ensure the accuracy or the depth of information provided.
- 12) Hold Equifax (The Work Number) and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of The Work Number Employment Information by CRA, its employees or agents. Recognize that Equifax does not guarantee the accuracy or completeness of The Work Number Employment Information, and releases Equifax and its agents, employees, affiliated credit reporting agencies and independent contractors from any liability, including negligence, in connection with the provision of The Work Number Employment Information and from any loss or expense suffered by subscriber resulting directly or indirectly from The Work Number Employment Information.
- 13) Assume responsibility for final verification of the subject’s identity.
- 14) Base employment decisions or any actions on the End-User's lawful policies and procedures and recognize that CRA’s employees are not allowed to render any legal opinions regarding information contained in a consumer report.
- 15) Pay for services as invoiced. Terms are NET 30 days. If an account goes to collection, End-User agrees to pay all expenses, including reasonable legal fees.
- 16) Provide credit information on End-User as may be requested by CRA during the course of this agreement.
- 17) Be aware that, if an account remains inactive for twelve consecutive months, it may be closed and a new End-User Agreement may be required to reopen the account.
- 18) Acknowledge that a copy of this agreement is as valid as an original.



19) Recognize that in order to remain in compliance with laws and regulations governing consumer reporting agencies, CRA may make modifications to this agreement from time to time. These modifications may be mailed to the End-User and the End-User's use of CRA's services after the date specified in the communication will be construed as your agreement and implied consent to these modifications.

20) Data Security. This section applies to any means through which End-User orders or accesses CRA Employment Information including, without limitation, system-to-system, personal computer or the Internet. The term "Authorized User" means an End-User employee that End-User has authorized to order CRA Employment Information and who is trained on End-User's obligations under this agreement with respect to the ordering and use of CRA information, including End-User's FCRA and other obligations with respect to the access and use of consumer reports.

With respect to handling CRA Employment Information, End-User agrees to:

- a) ensure that only Authorized Users can order or have access to CRA Employment Information,
- b) ensure that Authorized Users do not order CRA Employment Information for personal reasons or provide them to any third party except as permitted by this Agreement,
- c) inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
- d) ensure that all devices used by End-User to order or access the CRA Employment Information are placed in a secure location and accessible only by Authorized Users and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
- e) take all necessary measures to prevent unauthorized ordering of CRA Employment Information by any persons other than Authorized Users for permissible purposes, including, without limitation, (a) limiting the knowledge of the End-User security codes, User IDs, and any passwords End-User may use (collectively, "Security Information"), to those individuals with a need to know, (b) changing End-User's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing CRA Employment Information, or if End-User suspects an unauthorized person has learned the password, and (c) using all security features in the software and hardware End-User uses to order CRA Employment Information,
- f) in no event access the CRA Employment Information via any hand-held wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals, and portable data terminals,
- g) not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store CRA Employment Information.
- h) encrypt CRA Employment Information when it is not in use and with respect to all printed CRA Employment Information store in a secure, locked container when not in use and completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose,
- i) if End-User sends, transfers or ships any CRA Employment Information, encrypt the CRA Employment Information using the following minimum standards, which standards may be modified from time to time



by CRA: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key encrypted algorithms,

- j) monitor compliance with the obligations of this Section, and immediately notify CRA if End-User suspects or knows of any unauthorized access or attempt to access CRA Employment Information, including, without limitation, a review of CRA invoices for the purpose of detecting any unauthorized activity,
- k) not ship hardware or software between End-User's locations or to third parties without deleting all Security Information and any CRA Employment Information,
- l) if End-User uses a Service Provider to establish access to CRA Employment Information, be responsible for the Service Provider's use of Security Information, and ensure the Service Provider safeguards Security Information through the use of security requirements that are no less stringent than those applicable to Subscriber under this Section,
- m) use commercially reasonable efforts to assure data security when disposing of any consumer information or record obtained from CRA Employment Information. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Subscriber's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records.
- n) use commercially reasonable efforts to secure CRA Employment Information when stored on servers, subject to the following requirements: (i) servers storing CRA Employment Information must be separated from the internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect CRA Employment Information through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing CRA Employment Information, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security specific system patches, as they are available,
- o) not allow CRA Employment Information to be displayed via the internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices, and
- p) use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by CRA.
- q) If CRA reasonably believes that End-User has violated this Section, CRA may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to End-User and at CRA's sole expense, conduct, or have a third party conduct on its behalf, an audit of End-User's network security systems, facilities, practices and procedures to the extent CRA reasonably deems necessary, including an on-site inspection, to evaluate Subscriber's compliance with the data security requirements of this Section.

**CRA agrees to:**

- 1) Comply with all applicable laws in the preparation and transmission of reports as defined in the FCRA.



- 2) Follow reasonable quality assurance procedures to assure maximum possible accuracy of information.
- 3) Re-verify at no cost any disputed report when either the End-User or the subject makes a request in accordance with applicable law. CRA's response shall be made in writing and delivered within legally required time limit.
- 4) Maintain consumer report information and transaction details for a minimum of five (5) years. During an inquiry, the subject of the report has the right to learn the name of the End-User ordering information and has the right to receive a copy of the report ordered by the End-User when a lawful request is made to CRA.
- 5) Provide all information to the consumer as required by the Fair Credit Reporting Act.
- 6) Maintain confidentiality of its data acquisition and verification methodology.
- 7) CRA may, at its sole discretion, terminate service to any user.

**I certify that I have read the terms for this Consumer Report End-User Agreement and I agree to the terms as written.**

LEGAL NAME: \_\_\_\_\_

dba: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

LEGAL NAME: **Secure Employment Group LLC**

dba: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: **Jen Mix**

TITLE: **Founder**

DATE: \_\_\_\_\_

Fill out and return with the Consumer Report End-User Agreement if you are considered an employer who:

- Is located in Vermont, or
- Could receive applicants who currently or previously lived in Vermont, or
- Could receive applicants who currently or previously worked in Vermont