



Customer Certification

_____ (Hereinafter referred to as the "Subscriber") does hereby certify the following to ProVerify, LLC ("ProVerify", a company engaged in the business of producing consumer reports to its customers as defined by the Fair Credit Reporting Act.

1. The Subscriber is engaged in the business of *(please provide description)* :
_____.
2. The Subscriber desires that ProVerify provide consumer reports for employment purposes and for no other reason;
3. When requesting a consumer report for employment purposes, the Subscriber will:
 - a. Provide the applicant or employee a clear and conspicuous disclosure ("Background Disclosure and Release Authorization") stating that a consumer report will be obtained for employment purposes;
 - b. Obtain the signature of the applicant or employee on the Background Disclosure and Release Authorization authorizing the procurement of a consumer report;
 - c. Will provide a copy of this report to the subject (applicant) of the report in accordance with CA Civil Code 1786.50
4. When taking any adverse action or refusing to hire someone based in whole or part on a consumer report furnished by ProVerify, LLC, the Subscriber will:
 - a. Provide the applicant or employee notice of the adverse action that is being taken;
 - b. Provide to the applicant or employee (1) a copy of the consumer report furnished by ProVerify, and (2) a summary of the applicants or employee's rights in a format approved by the Federal Trade Commission;
 - c. Notify the applicant or employee of the name, mailing address and telephone number of the reporting agency (ProVerify, LLC), and their right to dispute the record;
 - d. Notify the applicant that the reporting agency (ProVerify) did not make the decision to take the adverse action and is unable to provide the applicant or employee specific reasons why the adverse action was taken.
5. The Subscriber will retain the original Background Release and Disclosure Authorization pertaining to the applicant or employee for a period of three years and will make the Background Release and Disclosure Authorization available to ProVerify upon request.



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- 6. The Subscriber has reviewed the applicable provisions of the FCRA and DPPA and warrants that any information obtained from ProVerify will be used in accordance with the FCRA and DPPA. Further, no information from the consumer report will be used in violation of any applicable federal or state equal employment opportunity laws or regulations.
- 7. The Subscriber agrees that it shall use the consumer report for a one-time use only and that it shall hold the report in the strictest of confidence and shall not disclose it to any third parties who are not involved in the current employment decision.
- 8. The Subscriber acknowledges that ProVerify (Reseller) has access to consumer reports from one or more consumer credit reporting agencies.
- 9. I have read and understand the “Access Security Requirements Document” and will take reasonable measures to enforce them within all of our facilities.

The Subscriber acknowledges that this certification shall be in full force and effect for the period of time the Subscriber solicits consumer reports from ProVerify for employment purposes. The Subscriber acknowledged that this Certification will be construed in accordance with the laws of the State of California.

The person signing on behalf of the Subscriber has management authority to obtain pre-employment verification reports from ProVerify.

Company Name (Subscriber): _____

Authorized Signature: _____

Title: _____

Print Name: _____

Date: _____