



Subscriber Agreement

This Agreement is entered into this _____ between _____ (hereinafter referred to as "Subscriber") and ProVerify, LLC (hereinafter referred to as "ProVerify").

ProVerify and Subscriber agree as follows:

- 1) Subscriber has read and understands all requirements of the Customer Certification and this Subscriber Agreement and agrees to comply with the procedures outlined therein.
- 2) Subscriber will provide accurate identifying criteria on the applicant(s) to be screened and ProVerify will furnish to Subscriber, on request, certain information which ProVerify has available. All information requested by and furnished to Subscriber shall be used for the exclusive use of Subscriber only. Subscriber represents that the information provided by ProVerify shall be used only for a lawful purpose. Subscriber further represents that the information shall not be used in violation of any Federal, State or local law, including, but not limited to, those laws prohibiting discrimination on the basis of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex; age; pregnancy, childbirth or related medical conditions; filing a Workers' Compensation claim; filing a claim under the California Occupational Safety and Health Act; refusing to work under unsafe conditions; testifying in any investigation or proceeding involving wages, hours or working conditions; filing a claim under the Fair Employment and Housing Act; refusal to submit to polygraph tests; service on a jury; service in the military or naval forces of the state; participation in politics or being a candidate for public office; participation in labor union activities; garnishment of wages; and, serving as an election officer.
- 3) All reports, whether written or oral, will be kept strictly confidential by the Subscriber. Except as required by law, no information from the reports will be passed on to the subject of the report or to anyone except a person whose duty relates to the legitimate business purposes for which the information is requested.
- 4) Subscriber warrants that all requests for credit reports shall be within the permissible and lawful purpose of the Fair Credit Reporting Act, the Consumer Credit Reporting Agencies Act and the Driver Privacy Protection Act. The credit report may be used as a factor in establishing a consumer's eligibility for new or continued credit, collection of



Subscriber Agreement

account, insurance, licensing, employment purposes, or otherwise in connection with a legitimate business transaction involving the consumer. Each request by a Subscriber for a credit report must be accompanied by a specific statement as to the permissible purpose for obtaining the report. Subscriber agrees to use this credit report for pre-employment purposes only. The credit report cannot be used for any other purpose.

- 5) ProVerify will exercise its best efforts to provide accurate and complete information to the Subscriber; however, because of the element of human error and the fact that all public files relied upon may not be accurate, complete and/or current, ProVerify cannot be an insurer of the accuracy of the information. Subscriber releases ProVerify and its officers, agents, employees and independent contractors from all liability resulting from any incorrect or incomplete information contained in any report furnished by ProVerify. By placing Subscriber's initials here (-_____-), Subscriber agrees that it would be extremely difficult to determine subscriber's damages resulting from incorrect or incomplete information, and accordingly, agrees that ProVerify's maximum liability, if any, shall in no event exceed the cost of the report paid by the Subscriber. ProVerify shall not be liable to the Subscriber for any damages or any other costs and expenses for any incorrect or inaccurate information that may be provided to Subscriber by ProVerify, which exceeds the cost of the report paid by the Subscriber.
- 6) Subscriber agrees to the use of "ProV1" Internet operating and reporting system as the primary means of order submission and report retrieval. Additional fees may be incurred when orders are not processed through "ProV1."
- 7) Subscriber shall indemnify, defend and hold harmless ProVerify, its directors, officers, employees, attorneys, agents, and independent contractors from and against any and all costs, liabilities, losses, causes of action, charges, penalties, and damages which, directly or indirectly, may be asserted against ProVerify, its directors, officers, employees, attorneys, agents and independent contractors as a result of the use of accurate information furnished by ProVerify, or the collection or furnishing of information by ProVerify.
- 8) ProVerify will exercise its best efforts to deliver all information requested by Subscriber in an expeditious and timely manner in keeping with its fee schedule; however, ProVerify shall have no liability to Subscriber for any delay or failure of ProVerify in its performance under this agreement.
- 9) ProVerify will provide information to Subscriber as requested and all applicable charges and payment terms for said information will be at the prevailing rate and terms specified in ProVerify's published fee schedule or quotation. Prices are subject to change upon thirty (30) days notice to Subscriber.



10) Subscriber certifies that it will request consumer reports pursuant to procedures audited by ProVerify from time to time only for the

Subscriber Agreement
Subscriber Agreement

permissible purpose certified above, and will use the reports obtained for no other purpose.

11) Subscriber is a _____ (type of business) and has a permissible purpose for obtaining consumer reports as defined by section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) as amended by the Consumer Credit Reporting Reform Act of 1996, hereinafter called " FCRA". The subscriber certifies their permissible purpose as: **EMPLOYMENT PRE-SCREENING** and therefore agrees to maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.

12) This Agreement sets forth the conditions of service and reporting and constitutes the entire understanding and agreement between ProVerify and Subscriber. It may be modified only by a written amendment duly executed by both parties. This agreement shall be interpreted in accordance with the laws of the State of California. Violation of State and/or Federal law by Subscriber shall result in immediate, irrevocable termination of this agreement.

The undersigned hereby warrants and represents that they have authority to execute this agreement on behalf of the Subscriber.

Subscriber: _____

PROVERIFY, LLC

Signature: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

