



The Accu-Facts Company

A Division of CEO Corporate Security Group, Incorporated

Background Checks • Courthouse Services • Company Due Diligence • Since 1986

COMPLIANCE AGREEMENT

Fair Credit Reporting Act (F.C.R.A)

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COMPLIANCE AGREEMENT
Fair Credit Reporting Act (F.C.R.A)

The undersigned Customer, referred to as "Customer" hereafter, desires to use the professional background screening services of THE ACCU-FACTS COMPANY, an affiliate of CEO CORPORATE SECURITY GROUP, INC., also T/A EMPLOYMENTSCREENING.COM, referred to as "AFC" hereafter, in order to obtain CONFIDENTIAL information.

As such, AFC is defined under the FCRA as a "Consumer Reporting Agency" (CRA). The Customer agrees for each employment background screening task ordered and submitted to "AFC", will be ordered and submitted under the specific terms and conditions as outlined below:

The Customer agrees to:

1. Obtain and maintain on file, a signed original **Authorization for Release** form, from the individual and/or applicant, for which the background screening services for employment purposes only is being issued and conducted by "AFC". Our firm, "AFC", will periodically review, monitor and conduct audit(s) for FCRA compliance with the Release requirements.
2. Keep all background screening reports, strictly confidential and, except as required by law, reveal no information from the reports to any person except the person reported on or a person whose duty requires him/her to participate in the decision for the transaction for which the background screening report was ordered.
3. Not request background screening services for the use or intended use of a Third Party, or any other person, except with the written permission of "AFC". If the person reported on, or his/her representative, request the background screening report information, they will be referred to "AFC" for disclosure under the FCRA or other applicable federal, state and local laws.

(THE FAIR CREDIT REPORTING ACT (FCRA), with Amendments, PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSE SHALL or MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL SANCTIONS AS OUTLINED IN THE FCRA SECTIONS 616 THRU 621).

4. Further, that the nature of the Customer's business operation(s) is _____, and **IT IS NOT** that of a Private Investigator, Credit Repair business/company, or an Attorney service.
5. Hold "AFC" and its affiliated companies, officers, agents, employees, and independent contractors of "AFC", including Experian, Equifax, and Trans Union credit bureaus, harmless on account of any expense or damage resulting from the publishing by the Customer, or employees, or agents of the Customer, of the report data contrary to the above conditions.
6. Recognize that information in the background screening report(s) is secured from and processed by fallible sources (human and otherwise) and that for the service fee charged, "AFC" is not either an insurer or a guarantor of the accuracy of the background screening information reported. Further, that "AFC" (the firm), and its affiliated companies, officers, agents, employees, including the independent contractors of "AFC", is released wholly from any liability, except for any willful negligence or willful misconduct, in connection with the preparation of the background screening report(s), and from any loss or expense suffered by the Customer resulting directly or indirectly from the same related background screening report(s) submitted by "AFC".
7. You assume the responsibility for the final verification(s) of the Individual and/or Applicant's identity.
8. That you WILL NOT become a "Reseller" or a "Distributor", with or without fees, of any background screening information contained in any type of report we submit to you, the Customer. This type or these type acts to a Third Party is a clear violation of the FCRA guidelines and this Agreement, by the Customer.
9. Customer has agreed and understands the attached "**Compliance Agreement**" document, for FCRA purposes, and the related FCRA requirements by signature.
10. Customer certifies that all background screening services, ordered and submitted to "AFC", are properly defined by the Fair Credit Reporting Act and will be ordered only when intended to be used for the following reason(s):

(Check all that apply and initial applicable items)

_____ Establishing an individual and/or applicant's eligibility for EMPLOYMENT PURPOSES, which term includes:

- _____ Initial Employment
- _____ Promotion
- _____ Reassignment
- _____ Retention as an employee
- _____ For a legitimate business need in connection with a business transaction that is initiated by the customer.



COMPLIANCE AGREEMENT (FCRA)

“AFC” is in the business of providing professional background screening services about people and/or their businesses. “AFC” is not an information broker, a proprietary database company, does not resell Consumer Reports nor is it in the business of aggregating data on individuals, without their permission, for resale. Finally, “AFC” is not a Distributor of such proprietary, personal information.

“AFC” agrees to:

1. Comply with all applicable laws in preparation and transmission of background screening reports for employment purposes, to include federal, state and local statutes.
2. Follow reasonable and prudent procedures to assure the highest degree of accuracy of the background screening information reported to the Customer.
3. Re-verify, at no additional cost, when a Customer makes a request or the Subject makes a similar request, in writing, as required under the FCRA guidelines. Our written response will be timely under FCRA guidelines.
4. Maintain the Customer’s CONFIDENTIALITY of all data, data acquisitions and data verification procedures.
5. Maintain, internally, Customer report information and transaction detail(s) for a minimum of five (5) years.
6. As a CRA, we will provide Consumer information in compliance with the Fair Credit Reporting Act, et al.

It is mutually agreed that this Compliance Agreement constitutes all the conditions of service, and of reporting information to the Customer. Today and in the future, it (this Agreement) applies to all background screening reports prepared and submitted by “AFC”, and/or its affiliated companies, to the Customer, at its Home Office or other designated locations. No changes to this Agreement, or to the conditions outlined, may be made except by mutual consent in writing of an Officer of the Customer and Management of “AFC”. A “new” Agreement and Certification must be prepared expeditiously to avoid interruption of services being provided by “AFC” to the Customer, but within five (5) business days maximum.

User/Authorized Individual:

Company Name:

<u>Signature:</u>	<u>Title:</u>	<u>Date:</u>
_____	_____	_____

For TheAccu-FactsCompany.com use:

Company Name:

THE ACCU-FACTS COMPANY, a division of CEO CORPORATE SECURITY GROUP, INC

<u>Signature:</u>	<u>Title:</u>	<u>Date:</u>
_____	_____	_____

