

## SERVICE AGREEMENT FOR EMPLOYMENT SCREENING SERVICES

This Agreement is made by and between Subscriber and interactiveinfo.net (consumer reporting agency), subject to the following terms and conditions:

- 1. SERVICES PROVIDED:** interactiveinfo.net agrees to furnish to Subscriber personal identifier record (SSN), employment references, civil and criminal records, motor vehicle records, credit records, education and credential verification, drug testing, workers compensation and other background information ("consumer report") on job applicants/employees, as requested by the Subscriber. interactiveinfo.net will use its best efforts to deliver the consumer reports requested in an expeditious manner, however, interactiveinfo.net shall have no obligation or liability to Subscriber for any delay or failure to deliver consumer reports caused by the parties providing data or information to interactiveinfo.net, or by any other third-party. interactiveinfo.net is a federally regulated Consumer Reporting Agency as defined by the Fair Credit Reporting Act for the purpose of providing pre-employment screening information in accordance with all applicable guidelines and confidentiality as stipulated within applicable statutes.
- 2. DISCLAIMER OF WARRANTY/LIMITATION OF LIABILITY:** The consumer report obtained by interactiveinfo.net is derived from databases and records that have been created and maintained by various government agencies, private companies, and other contributors that are not under the control of interactiveinfo.net. Responsibility for the accuracy of the information contained in the consumer report and these databases and records rests solely in the contributor. The Subscriber waives any and all claim or claims against interactiveinfo.net arising out of or related to the accuracy of the consumer report, databases and records.
- 3. PAYMENT REQUIREMENTS/COLLECTION:** Subscriber agrees to pay interactiveinfo.net the applicable charges for the various services rendered to Subscriber as specified in interactiveinfo.net's employment screening service list, which is subject to change from time to time. Subscriber agrees to pay all applicable charges within ten (10) days of receipt of the information or consumer report requested. However, all monetary obligations to interactiveinfo.net for services rendered which are past due fifteen days or more may, at the election of interactiveinfo.net bear interest at the rate of twenty four percent (24%) per annum. In the event that legal action is necessary to obtain the payment of any monetary obligations to interactiveinfo.net, the Subscriber shall be liable to interactiveinfo.net for all costs and reasonable attorneys' fees incurred by interactiveinfo.net in collection of such obligations. interactiveinfo.net has the right to change the payment period according to the client's credit rating (score) and/or financial status and payment history with interactiveinfo.net or any other creditor.
- 4. SUBSCRIBER'S ACKNOWLEDGEMENT OF COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT:** The Fair Credit Reporting Act (FCRA) governs the activities of consumer reporting agencies, as well as the users of the information procured from these agencies. A consumer report contains information on a job applicant/employee's character, reputation, and other personal data; therefore, use of such information is strictly regulated by the FCRA. Among other things, the FCRA prohibits employers from obtaining consumer reports unless the employer discloses to the applicant, in writing, that such a report may be acquired, and obtains the written authorization of the applicant/employee to inquire into this background information. The FCRA also requires employers to take additional steps when they make an employment decision based in whole or part on the background information. These steps are intended to give the applicant the opportunity to dispute any information contained in the background or consumer report.

Unless requested by a client or by government regulation we will provide the criminal records for a minimum of seven years. Interactiveinfo.net urges all employers to review the restrictions and requirements of the FCRA. The Act's citation is Public Law 91-508, Title 15, U.S.C. Sections 1681, et seq, and the text of this Act is

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available on the interactiveinfo.net web site. Please note, particularly, the Permissible Purposes of Reports, as well as requirements on Users of Consumer Reports and Obtaining Information Under False Pretenses.

- **Employment Purposes:** By signing this document, Subscriber certifies that it is requesting interactiveinfo.net to provide screening services only for the purposes of considering an individual for employment, promotion, reassignment or retention as an employee, and for no other purposes.
  - **Applicant's Authorization Obtained:** By signing this document, Subscriber certifies that prior to requesting interactiveinfo.net to provide screening services for employment purposes on an applicant/employee, it has provided the applicant/employee with a clear and conspicuous written disclosure, in a document consisting solely of the disclosure, that a consumer report is being requested for employment purposes, and it has obtained the written authorization from the applicant/employee to obtain a consumer report for employment purposes. A standard disclosure statement and authorization form is available from interactiveinfo.net for these purposes.
  - **Pre-Adverse Action:** By signing this document, Subscriber certifies that before taking adverse action (e.g., refusing to hire or promote an applicant/employee), based in whole or in part on information contained in the consumer report, it will first:
    1. Provide the applicant/employee with a copy of the consumer report;
    2. Provide the applicant/employee with a copy of the Consumer Rights Statement, in the format approved by the Federal Trade Commission (A copy of this Consumer Rights Statement form may be obtained from interactiveinfo.net); and
    3. Provide the applicant with ample time to dispute any information contained in the consumer report.
  - **Adverse Action:** By signing this document, Subscriber certifies that after providing the applicant/employee with the Pre-Adverse Action information contained above, and after it has given the applicant/employee "ample time" to dispute the information, the Subscriber will send the applicant a follow-up notification that the Subscriber is taking adverse action (e.g., denying employment or promotion) based on the information contained in the consumer report.
  - **Confidentiality and Use of Information:** By signing this document, Subscriber certifies that it acknowledges the sensitivity and confidentiality of the information contained in the consumer report and Subscriber agrees that information obtained from a consumer report will not be used in violation of any applicable state or federal equal employment opportunity laws.
  - **Indemnification/Hold harmless:** By signing this document, Subscriber acknowledges that it has read and understands the requirements of the Fair Credit Reporting Act, Subscriber agrees that it will comply with all such requirements, and Subscriber agrees that it shall defend, indemnify and hold interactiveinfo.net, its directors, officers, employees, agents, successors and assigns, harmless from any and all claims, liability, costs or damages whatsoever arising out of or related to Subscriber's failure to comply with the requirements of the FCRA. Subscriber further agrees that it shall defend, indemnify and hold interactiveinfo.net, its directors, officers, employees, agents, successors and assigns, harmless from any and all claims, liability or damages whatsoever arising out of or related to the accuracy or use of the services or data provided under this Agreement.
5. **ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Louisville, Kentucky, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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