



This agreement made this _____ day of _____ 2011, between **Nationwide Screening Services**, a New York Corporation, (hereinafter referred to as "NSS") with an address of 100 Broadhollow Rd., Suite # 100, Farmingdale, NY 11735 and _____ with an address of _____ (hereinafter referred to as "Subscriber")

NSS and Subscriber agree as follows:

- 1. PERFORMANCE.** NSS, its agents, and data suppliers will exercise their best efforts to deliver consumer data and related services requested by Subscriber in an expeditious and efficient manner but they shall have no obligation or liability to Subscriber for any delay or failure of NSS, its agents, or data suppliers in performance of services under this Agreement.
- 2. CONFIDENTIAL TREATMENT.** Under no circumstances will Subscriber disclose the information provided by NSS, its agents, or data suppliers under this Agreement to any person other than the consumer for whom the consumer information was drawn. Under no circumstances will Subscriber resell to any person, the consumer information provided by NSS, its agents or data suppliers. Both parties hereby acknowledge that the Services and/or data provided by either party to the other may include personal information pertaining to individual consumers, and requires that the parties treat such information responsibly and take reasonable steps to maintain appropriate confidentiality and prevent unlawful dissemination or misuse by its employees, officers, agents or any other person with access to such information. The Services and data shall only be used as expressly authorized in this Agreement or in any Addendum. The FCRA and other Federal and State Laws concerning Consumer Privacy, as well as the Credit Reporting Industry, regulate Credit Reporting Agencies such as NSS, its agents and data suppliers. In accordance with those requirements, NSS, its agents, and data suppliers will not disclose either directly or indirectly to any person, firm or corporation, information of any kind, concerning matters affecting or relating to the business of its clients or consumers unless the information is already in the public domain or disclosure is permitted or required by law.
- 3. COMPLIANCE WITH LAWS.** Both parties agree to comply with all federal, state and local laws, rules and regulations applicable to each party's receipt and use of data provided to the other. NSS reserves the right to revise the terms, conditions or pricing under this Agreement, any Addendum and/or the Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state or local law, rule or regulation, or to address matters concerning privacy and confidentiality, following reasonable notice to Subscriber.
- 4. FCRA REQUIREMENTS.** The Fair Credit Reporting Act affects you as a user of information. You can review a copy of the FCRA at <http://www.ftc.gov/os/statutes/fcrajump.htm>. You and your employees should become familiar with the entire Federal Credit Reporting Act including the Fair and Accurate Credit Transaction Act of 2003 and the Financial Literacy and Education Improvement Act. NSS strongly endorses the letter and spirit of the FCRA. We believe that these laws and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce. In addition to the FCRA, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate. Please log onto www.ftc.gov for more information.

5. **NEGATION OF LIABILITY.** NSS, its agents, and data suppliers shall exercise their best efforts to furnish to Subscriber reliable data, but NSS and its agents do not and cannot guarantee the correctness or completeness of such consumer data. Neither NSS, its officers, employees, agents, or data suppliers shall be liable to the Subscriber for any claim, injury or damage as a consequence of furnishing such data.

6. **SUBSCRIBER'S INDEMNIFICATION.** Subscriber shall indemnify, and hold NSS, its agents, and data suppliers harmless from and against any and all costs and liabilities which may be asserted against NSS, its agents, and data suppliers based upon the improper use by Subscriber of consumer data furnished to Subscriber by NSS, its agents, and data suppliers or as the result of Subscriber's failure to comply with the obligations required under applicable federal and state law concerning credit reporting.

7. **SUBSCRIBER'S CERTIFICATION.** Subscriber hereby certifies to NSS that consumer reports will be obtained and used exclusively for screening prospective employees and/or tenants and that Subscriber will comply with the following provisions:

- a. Subscriber may not procure a consumer report without the advanced written permission of the consumer.
- b. In addition, Subscriber may not procure a consumer report or cause a consumer report to be procured, for employment purposes, with respect to any consumer unless:
 - i. a clear and conspicuous disclosure has been made in writing to the consumer before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
 - ii. the consumer has authorized in writing the procurement of the report by the Subscriber.
- c. In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, Subscriber shall provide to the consumer to whom the report relates:
 - i. a copy of the report; and
 - ii. a description in writing of the rights of the consumer under the Act, a copy of which is attached hereto ("Summary of Consumer Rights") as Exhibit 1.
- d. After taking any adverse action based in whole or in part on the report, Subscriber shall provide to the consumer to whom the report relates:
 - i. oral, written, or electronic notice that adverse action has been taken based in whole or in part on a consumer report received from NSS; and
 - ii. the name, address, and telephone number of NSS along with a statement that NSS did not make the decision to take the adverse action and cannot provide the consumer specific reasons why the adverse action was taken; and
 - iii. oral, written, or electronic notice of the consumer's right to obtain a free copy of a consumer report from NSS and may dispute the accuracy or completeness of any information furnished in the report.
- e. The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
- f. Subscriber agrees to retain the consumer's written authorization for a period of five years. From time to time NSS may request proof of the consumer's written authorization as part of its compliance auditing procedures. Subscriber agrees to comply with such requests.

If the applicant is a resident of CA, OK, or MN and requests to receive a copy of the completed consumer report, Subscriber agrees to provide a copy of the completed report to the applicant. For the convenience of the Subscriber, the sample release provided by NSS includes a check box allowing an applicant with residency in these states to request a copy of the report.

8. ACCESS SECURITY REQUIREMENTS. We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing the Services under this agreement, you agree to the following security provisions:

- a. Make all employees aware that your company can access consumer information only for the purpose of screening prospective employees or tenants. You or your employees may not access your own reports, as this does not constitute a permissible purpose. Nor should you or your employees access the report of a family member or friend unless it is for employment or tenant screening purposes.
- b. You must protect your account number and password so that only key personnel employed by your company know this sensitive information. System access software must have your account number and password "hidden" or embedded and be known only by supervisory personnel. Do not discuss your account number and password by telephone with any unknown caller. Restrict the ability to obtain consumer reports to only personnel that require this information. Place all terminal devices used to obtain consumer reports in a secure location within your facility.
- c. After normal business hours, be sure to turn off and lock all devices or systems used to obtain consumer reports; secure hard copies and electronic files of consumer reports.
- d. Shred or destroy all hard copy consumer reports when no longer needed. Erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.

Client/Subscriber:

Nationwide Screening Services:

(Signature of officer or authorized representative)

(Signature of officer or authorized representative)

(Print name)

(Print name)

(Title, Date)

(Title, Date)

Exhibit 1 – FCRA Rights

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer-reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer-reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer-reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer-reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer-reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921 Department of Agriculture	Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051

Client/Subscriber:

(Signature of officer or authorized representative)

(Print name)

(Title, Date)

Nationwide Screening Services:

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