

## TERMS AND CONDITIONS

### **ARTICLE I: RECITALS AND DEFINITIONS**

This Customer Agreement is made by and between Blue Ox II, LLC, a Mississippi limited liability company d/b/a MyHRScreens (“HRS”) and Customer as noted on the Service Request Sheet (“Customer”).

#### **Section 1.01 — Definitions:**

The following definitions shall apply:

- (1) Access: The term “access” and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.
- (2) “Agreement” shall mean this Agreement.
- (3) “Authorized Person” shall mean employees of Customer who have been authorized by HRS to review and order consumer reports, investigative consumer reports, or credit reports (collectively “Screening Reports”) on Customer’s behalf. To constitute an “Authorized Person” the individual must be issued a discrete password or customer identifier by HRS or the owner of Third Party Software utilized by HRS to perform the Services provided by this Agreement.
- (4) “Cancellation Notice” shall have the meaning set forth in Section 7.03.
- (5) “Customer Facility” shall mean the facility of Customer located at the address set forth for Customer on the signature page of this Agreement.
- (6) “Deliverables” shall mean tangible deliverables provided to Customer in connection with the Services, typically Screening Reports.
- (7) “Documentation” shall mean any documentation, instructions or specifications provided by HRS or the provider of Third Party Software utilized by HRS to perform the Services provided by this Agreement.
- (8) “Effective Date” shall mean the date this Agreement is signed by HRS and Customer (whichever is later).
- (9) “EULA” shall mean and refer to any end user license agreement for Third Party Software utilized by HRS to perform the Services under this Agreement, including, but not limited to any applicable EULA presented and accepted by a Authorized Person in accessing the Deliverables or Services.

(10) “Fees” shall mean an amount of money equal to the amount invoiced by HRS to Customer, including any amount invoiced for: (a) performance of Services; (b) the provision of Deliverables, as applicable; and/or, (c) access to Third Party Software, as applicable. The Fees shall be as set forth in the Service Request Sheet or a Proposal and this Agreement, or as otherwise mutually agreed in writing between HRS and Customer from time to time.

(11) “First Level Support” shall mean basic-level technical support functions provided by HRS to Customer as part of the Services during normal business hours with respect to the Services. First Level Support shall consist of user assistance, error diagnosis and attempted resolution and basic troubleshooting.

(12) “Proposal” shall mean a listing of the services requested and the related pricing.

(13) “Third Party Software” shall mean software owned by third parties and provided to Customer under, pursuant to or in connection with this Agreement for Customer and HRS’s use in providing and accessing the Services and Deliverables. Access to and use of the Third Party Software by Authorized Users will be expressly subject to the terms of the applicable EULA. Third Party Software made available to Customer (subject to applicable rates and charges) is set forth on the Service Request Sheet or in a Proposal, as same may be updated or amended from time to time, in accordance with written Customer requests that are agreed to by HRS.

(14) “Services” shall mean the Services set forth on the Service Request Sheet or a Proposal.

(15) “Service Request Sheet” shall mean a request for Services to be provided under the terms of this Agreement.

(16) “Term” shall mean a period of time starting with the Effective Date and continuing for 12 months thereafter or until this Agreement is terminated or canceled under Article VII of this Agreement, except as may be altered by a Service Request Sheet or Proposal. If the services are not termed under the conditions of Article VII or the applicable Service Request Sheet or Proposal, the term will auto renew for another 12 months unless different renewal terms are set forth in the applicable Services Request Sheet.

## **ARTICLE II: SERVICES**

### **Section 2.01 – Retention:**

As of the Effective Date, Customer agrees to utilize HRS as a Consumer Reporting Agency (CRA) and obtain reports from same, and HRS hereby accepts such relationship, upon the terms and conditions set forth in this Agreement. This Agreement replaces and supersedes in its/their entirety any prior oral or written agreements by and between Customer and HRS concerning the subject matter hereof.

**Section 2.02 — Services:**

HRS agrees to serve the Customer as a CRA with respect to the Services. HRS shall perform and discharge well and faithfully for the Customer the Services during the Term of this Agreement pursuant to reasonable industry practices.

**Section 2.03 — Cooperation:**

Customer hereby acknowledges that successful performance of the Services shall require Customer to cooperate in good faith and to provide data or information to HRS to ensure an accurate service. Customer agrees and represents that all data and information supplied by Customer to HRS shall be true, accurate and complete in all respects, and HRS shall have no liability for any outputs, calculations or errors which are based or derived, in whole or in part, on inaccurate or incomplete information received by HRS from the Customer. Customer agrees to defend, indemnify, and hold harmless HRS for any claims arising out of or relating to false, inaccurate or incomplete information provided by the Customer to HRS. Customer also agrees and understands that from time to time public record sources may require the completion of agreements, documents, disclosures or authorizations to access information within those sources. Customer agrees to timely cooperate in the completion of any such agreements, documents, disclosures or authorizations required by any such public records sources to access information ordered by the Customer.

**Section 2.04 — Acceptance:**

The Services shall be deemed delivered and accepted by Customer upon performance.

**Section 2.05 — Schedule:**

The Services shall be performed during the hours of 8:00 a.m. through 5:00 p.m., Central Standard Time, Monday through Friday (excluding holidays).

**Section 2.06 – Acknowledgment regarding Services and Deliverables:**

Customer acknowledges that HRS is merely an administrative service provider with respect to the Services and is not an insurer, surety, legal advisor, or guarantor of Customer or any of Customer's business practices, including, without limitation, employment practices. Customer agrees to maintain and carry all insurance policies that Customer deems necessary and advisable, in consultation with an insurance agent, independent legal counsel, or company of Customer's own selection, provided that such insurance is generally in accordance with industry standard for Customer's business. Customer agrees to use and deploy the selected Services at its own risk. Customer further acknowledges and agrees that HRS does not provide legal advice, nor are any of the Services provided by HRS meant as a substitute for independent legal counsel for Customer.

**Section 2.07 – Permissible Purpose:**

Customer certifies that Customer shall use Screening Reports prepared by HRS: (a) solely for employment purposes and for no other purpose; and (b) solely for Customer's exclusive one-time use. Customer shall not request, obtain or use Screening Reports for any other purpose, including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Customer's own data, or otherwise in any service which is derived from the Screening Reports. The Screening Reports shall be requested by, and disclosed by Customer only to the consumer who is the subject of the Screening Report and Customer's Authorized Persons, or to other individuals employed by Customer with a need to know and to the extent necessary to enable Customer to use the Screening Reports in accordance with this Agreement. Customer shall ensure that such designated and authorized employees shall not attempt to obtain any Screening Reports on themselves, associates, or any other person except in the exercise of their official duties for the purposes specified by this Agreement and in accordance with all terms of this Agreement.

#### **Section 2.08 – Certifications:**

Customer agrees to the Certifications contained in Exhibits A-C of this Agreement now and at the time of each order of a Screening Report. Customer further acknowledges receipt and review of the notices contained in Exhibits D-F of this Agreement.

Customer further agrees and certifies that to the extent that Customer is made aware of any assertion that a Screening Report provided by HRS is inaccurate, incomplete, outdated, or is otherwise allegedly improper, it will promptly notify HRS in writing of the concern within twenty-four hours of receipt directed to support@myhrscreens.com. Customer further agrees and certifies that in the extent it is notified by a consumer or HRS of a dispute by the consumer of their Screening Report provided by HRS, it will not take any adverse action based on that Screening Report until HRS informs the Customer of the result of the consumer's dispute, and will only rely upon the final version (including, as applicable, the corrected version) of any Screening Report provided by HRS for any employment decision or adverse action pertaining to the consumer of the Screening Report. Customer agrees to defend, indemnify and hold harmless HRS for any claim arising out of or relating to Customer's failure to comply with the Certifications contained in and referenced in this Section 2.08.

#### **Section 2.09 – Substantial Change in Customer's Corporate Entity:**

Customer agrees that to the extent that Customer undergoes a business change, including but not limited to a purchase, asset purchase, stock purchase, sale, or acquisition, in which Customer no longer principally operates as the business entity that executed this Agreement as Customer, Customer will immediately inform HRS in writing. In no event will Customer allow another business entity not named herein or agreed upon in writing between Customer and HRS to order Screening Reports under this Agreement.

### **ARTICLE III: PAYMENT**

#### **Section 3.01 — Fee:**

Customer shall pay the Fees when due.

**Section 3.02 — Costs:**

Customer shall pay all direct costs, including (without limitation) postage, shipping, travel, lodging, per diem, telephone, telecommunications, material and reproduction expenses incurred in performing Services under this Agreement. Customer shall pay any and all applicable taxes.

**Section 3.03 — Invoicing:**

HRS shall invoice Customer monthly for Fees and expenses in connection with Services, and Deliverables furnished or provided under this Agreement. Customer shall pay any such invoice in full on the due date thereof or within twenty days of receiving such invoice, whichever is earlier. Any amount of money which is not paid by Customer when due shall be increased by a late fee equal to 1.5% for each month or portion thereof in which such amount is due and not paid.

**Section 3.04 – Taxes:**

HRS shall add to each invoice, and Customer shall pay, any sales, use, excise, value added, property, and other taxes and duties however designated that are levied by any taxing authority relating to the HRS Services, Deliverables and any Third Party Software invoiced through HRS. In no event shall Client be responsible for taxes based upon the gross or net income of HRS or for taxes that have been assessed to HRS prior to the Effective Date of this Agreement.

**ARTICLE IV: LICENSES**

**Section 4.01 — Deliverables:**

Subject to Customer's compliance with the obligations of Customer under this Agreement, including (without limitation) payment obligations, HRS hereby grants Customer a non-exclusive, non-transferable license to use the Deliverables (excluding the Third Party Software) at the Customer Facility for the Term.

**Section 4.02 – Third Party Software:**

Customer hereby acknowledges and agrees that the execution of this Agreement or the performance of Services hereunder shall not be construed as the grant of a license to Customer to access or use any Third Party Software, and that such license will be granted solely pursuant to the accepted EULA applicable to such Third Party Software. Customer agrees to use the Third Party Software strictly in accordance with the EULA and any accompanying Documentation. Customer shall defend, indemnify and hold harmless HRS from any lost, cost or damage (including reasonable attorneys' fees) suffered or incurred by HRS as a result of the breach by Customer of the obligations stated in the immediately preceding sentence.

**ARTICLE V: PROPRIETARY INFORMATION**

### **Section 5.01 – Proprietary Information:**

The parties understand and acknowledge that nature of the Services to be provided herein may require the exchange or sharing of certain information of a confidential and proprietary nature, including, by way of example, each Party's trade secrets, private or secret processes as they exist from time to time, and information concerning products, developments, techniques, new product plans, equipment, inventions, discoveries, patent applications, ideas, designs, engineering drawings, sketches, renderings, other drawings, manufacturing and test data, computer programs (excluding Third Party Software), progress reports, materials, costs, specifications, processes, methods, research, procurement and sales activities and procedures, promotion and pricing techniques, and credit and financial data concerning customers of HRS and its subsidiaries, as well as information relating to each Party's management, planning and operations (collectively, "Proprietary Information"). The Parties each recognize the Proprietary Information of the other as valuable, special, and unique assets. Accordingly, any Proprietary Information of a Party (the "Disclosing Party") shared with, revealed to, or obtained by the other Party (the "Receiving Party") as a result of this Agreement shall be considered confidential and shall be the sole and exclusive property of the Disclosing Party.

### **Section 5.02 – Obligations of Receiving Party:**

Receiving Party agrees that it will not, during the Term or for a period of three (3) years thereafter, disclose any Proprietary Information to or discuss any Proprietary Information with any other person or entity, except: (i) employees, professional advisors, prospective investors and lenders on a need-to-know basis, or (ii) with the prior written consent of the Disclosing Party, or (iii) pursuant to, and in accordance with the terms of, any court decree, subpoena, or other legal or administrative order or process reasonably believed by Receiving Party to compel such disclosure, provided that the Receiving Party shall give Disclosing Party at least five (5) days (if applicable) prior written notice of any proposed disclosure pursuant to this clause and shall cooperate in all reasonable respects in any efforts that Disclosing Party may elect to make to oppose such compelled disclosure. Receiving Party agrees to use best efforts to prevent any inadvertent disclosure of any Proprietary Information to or discussion of any Proprietary Information with any other person or entity.

### **Section 5.03 – Termination and Exclusions:**

Receiving Party's obligations under Section 5 hereof shall terminate with respect to any particular portion of the Proprietary Information, and such portion shall cease to constitute Proprietary Information for purposes of this Agreement, to the extent that any of the following is true: (a) such portion of the Proprietary Information was in the public domain at the time the Confidential Information was communicated; (b) such Proprietary Information enters the public domain, through no action of Receiving Party or its employees or professional advisors subsequent to the time the Proprietary Information was communicated; (c) Such Proprietary Information is obtained or acquired by Receiving Party from a source, in lawful possession of such information, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to the Disclosing Party.

#### **Section 5.04 – Return of Proprietary Information:**

Promptly upon the termination or expiration of this Agreement (or earlier, upon written request) the Receiving Party shall return all Proprietary Information to Disclosing Party. Notwithstanding the foregoing, HRS may retain: (a) one copy of the Proprietary Information it receives from Customer to the extent necessary for: (i) prosecuting or defending its interests in actual or anticipated litigation or enforcing any rights with respect to this Agreement, or (ii) regulatory compliance, auditing or corporate record keeping purposes; and (b) electronic files of the Proprietary Information created by HRS's automatic computer generated backup systems, provided that such files shall be deleted in the ordinary course of HRS's file maintenance systems, shall not be generally accessed by HRS's personnel and shall nevertheless remain subject to the terms of this Agreement, including without limitation copies of and notes relating to such Proprietary Information (both written and electronic) made Buyer.

**Section 5.06 – Right to Specific Relief:** The Parties recognize and acknowledge that the limitations set forth in this Article 5 are properly required for the adequate protection of the business of Customer and HRS, and that any violation of any of the provisions of this Article 5 is likely to cause irreparable injury for which money damages are neither adequate nor ascertainable. Accordingly, either Party (in its capacity as a Disclosing Party) shall have the right to have the provisions of this Article 5 specifically enforced by a court of competent jurisdiction, including without limitation its right to terminate this Agreement, in addition to any other remedies that aggrieved Party may have. Further, the Party breaching the covenants set forth in this Article 5 hereby consents to the entry of an injunction or other similar relief without the necessity of posting a bond or other financial insurance. Additionally, the aggrieved Party shall be entitled to recover its costs and expenses (including reasonable attorneys' fees) incurred in enforcing its rights under this Article 5.

### **ARTICLE VI: LIMITED WARRANTY & EXCLUSIONS**

#### **Section 6.01 — Services:**

The Services shall be performed on a reasonable efforts basis by qualified personnel in accordance with standard industry practices for similar services.

#### **SECTION 6.02 – DELIVERABLES WARRANTY:**

THE DELIVERABLES ARE PROVIDED UNDER THIS AGREEMENT "AS IS" WITHOUT WARRANTY OF ANY KIND. HRS MAKES NO WARRANTY REGARDING THE DELIVERABLES, EXPRESS OR IMPLIED. HRS DISCLAIMS AND CUSTOMER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

#### **SECTION 6.03 – DISCLAIMER REGARDING THIRD PARTY SOFTWARE:**

All Third Party Software is licensed to Customer in accordance with a separate EULA included with the Third Party Software, and subject to any restrictions set forth herein or in the Documentation. Customer agrees to abide by all of the terms and conditions of such Third Party Software EULA, and a breach of any such agreement will be considered a material breach of this Agreement. Except as expressly set forth herein or in a written agreement between HRS and Customer, HRS shall have no responsibility with respect to any Third Party Software, and Customer will look solely to the licensor(s) of the Third Party Software for any remedy. HRS claims no right in the Third Party Software, and the same is owned exclusively by the licensor(s) of the Third Party Software. HRS makes no representations or warranties whatsoever, express or implied, concerning Third Party Software, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT or the availability, reliability, accuracy or performance thereof. THIRD PARTY SOFTWARE will be made available to Customer by HRS on an “as is, where is” basis by HRS. With the exception of First Level Support, Customer shall look solely to the owner and/or licensor for the Third Party Software for any issues, errors, troubleshooting, fixes, bug remediation or warranty claims. Except as may otherwise be provided in the Third Party Software EULA, Customer’s right and license to such Third Party Software terminates at such time as this Agreement terminates.

**Section 6.04 — Express Warranties:**

Customer hereby acknowledges and agrees that HRS (including officers, employees, agents, directors and independent contractors of HRS) has not granted to Customer or made any express warranties concerning the Services, the Deliverables or Third Party Software except the limited warranty for Services set forth in Section 6.01.

**Section 6.05 — Limitation of Consequential Damages:**

HRS shall not be liable to Customer or to a third party under this Agreement for any direct, indirect, lost profits, consequential, exemplary, incidental, or punitive damages, regardless of the form of action, whether in contract or in tort, including negligence, regardless of whether HRS has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable.

**Section 6.06 — Limitation of Liability:**

The liability of HRS for any reason and for any cause of action whatsoever in connection with this Agreement, regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the amount of money received by HRS from Customer pursuant under the Agreement from which such damages or liability arose.

**Section 6.07 — Force Majeure:**

HRS shall be not liable to Customer for failing to perform Services hereunder because of circumstances beyond the control of HRS. Such circumstances shall include (without limitation) any acts or omissions of any government or governmental authority, natural disaster, act of a public

enemy, acts of terrorism, riot, sabotage, labor disputes, war, laws, court orders, telecommunication failure, electronic mail failure, power failure, delays in transportation or deliveries of supplies or materials, acts of God, declared states of emergency by the federal, state or local government, declared pandemics or shutdown or limited access of public record repositories, computer failure, failure of Customer to cooperate with the reasonable requests of HRS, breach of this Agreement, and any events reasonably beyond the control of HRS.

**Section 6.08 – HRS Indemnification:**

HRS does hereby agree and covenant to indemnify, defend, and save and hold harmless Customer and its officers, owners and directors from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever (including cost of court and reasonable attorneys' fees) which may hereafter arise directly and proximately from: (a) the grossly negligent provision of the Services and/or willful misconduct, or (b) for breach of any representations, warranties or covenants of HRS set forth herein.

**Section 6.09 — Customer Indemnification:**

Customer does hereby agree and covenant to indemnify, defend, and save and hold harmless HRS and its officers, owners and directors from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever (including cost of court and reasonable attorneys' fees) which may hereafter arise directly and proximately from: (a) the business activities and operations of Customer; or (b) breach of any representations, warranties or covenants of Customer set forth herein.

**Section 6.10 — Reliance:**

Unless advised to the contrary in writing at the time of disclosure, HRS shall be entitled to rely on any information provided by Customer as true and correct.

Customer agrees that it has not, and does not in any way rely upon HRS for legal advice or compliance advice. Customer agrees that to the extent that it utilizes any sample forms or documents provided by HRS, Customer has conducted an independent legal review of same and come to its own conclusion that its use of any such forms or documents is lawful and permissible based on its unique circumstances. This specifically includes, but is not limited to, when Customer decides to utilize HRS's applicant invite and pre-adverse and adverse action letter service.

**Section 6.11 — Customer Indemnification for Violations of Consumer Reporting Law:**

Customer does hereby agree and covenant to indemnify, defend, and save and hold harmless HRS and its officers, owners and directors from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever (including cost of court and reasonable attorneys' fees) which may hereafter arise directly and proximately from any failure of Customer to follow the terms and conditions the Fair Credit Reporting Act, or any other state or local law governing Customer's ordering and use of the Screening Reports.

Customer's obligations under this Section 6.11 shall survive expiration or earlier termination of this Agreement.

## **ARTICLE VII: TERMINATION**

### **Section 7.01 — Termination Limitations:**

This Agreement shall only be terminated or canceled as provided under this Article VII. This Agreement shall be valid for the Term.

### **Section 7.02 — Termination:**

Either party may terminate this Agreement for convenience upon providing sixty (60) days written notice of termination to the other party except as may be set forth in an applicable Service Request Sheet or Proposal.

### **Section 7.03 — Cancellation:**

If a party violates its obligations under this Agreement, the other party may cancel this Agreement by sending notice describing the noncompliance to the noncomplying party ("Cancellation Notice"). Upon receiving Cancellation Notice, the noncomplying party shall have twenty (20) days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required twenty (20) day period, the party providing Cancellation Notice shall have the right to cancel this Agreement as of the twenty-first (21st) day after the date of the Cancellation Notice. Notwithstanding any provision to the contrary of this Agreement, Customer failure to pay an invoice shall be sufficient cause for cancellation of this Agreement by HRS. Further, notwithstanding any provision to the contrary of this Agreement, HRS shall have the right to unilaterally immediately cancel this Agreement if it reasonably determines in good faith that Customer has violated law, regulation or this Agreement in such a manner that performing further Services under this Agreement would cause it to violate the law or applicable regulations.

### **Section 7.04 — Return of Materials:**

Upon termination or cancellation of this Agreement, Customer shall return to HRS all Deliverables and all property of HRS, as and when requested by HRS, and shall provide HRS with a certificate of compliance with this Section 7.04 signed by an authorized representative of Customer if requested by HRS. HRS shall not be liable or responsible for the storage, back-up or return of any data or information belonging to Customer, its personnel or clients which is exported to Third Party Software of third party databases and the security and return of such information shall be solely as set forth in the EULA.

### **Section 7.05 – Payment of Accrued Fees:**

In the event either Customer or HRS terminates this Agreement pursuant to this Article VII, Customer shall pay to HRS, within five business days after the date of termination, all accrued but unpaid Fees and pass-through expenses incurred by HRS through the date of termination. HRS shall deliver a closing invoice to Customer no later than 5 business days subsequent to the date of termination setting forth the Fees and expenses payable. In the event any portion of such invoiced fees and expenses remains unpaid beyond the 30th day after the date of termination, Customer shall pay a late charge of 1.5% per month on the amount of the unpaid balance. Customer agrees to reimburse HRS for any and all expenses HRS may incur, including reasonable attorneys' fees, in taking action to collect any past due and unpaid Fees and expenses due to HRS hereunder.

## **ARTICLE VIII: HRS'S OTHER BUSINESS ACTIVITIES:**

### **Section 8.01 – HRS's other Business Activities:**

Notwithstanding the foregoing, it is acknowledged and understood that the nature of HRS's business requires HRS to devote time, attention, skills and resources to multiple customers. Accordingly, HRS shall not be required to provide the Services to Customer as its sole and exclusive function, and HRS may have other business interests and may engage in other activities in addition to those relating to the Customer. HRS may provide Services to competitors of the Customer, or other customers in the same or similar fields or industries as Customer, provided that HRS complies in all respects with the provisions of Article 5 above. Neither the Customer nor any of its members, owners, shareholders, officers, directors or personnel shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of HRS or to the income or proceeds derived therefrom. HRS shall incur no liability to the Customer as a result of engaging in any other business or venture, except for any liability resulting from the breach of Article 5 hereof.

## **ARTICLE IX MISCELLANEOUS**

### **Section 9.01 — Assignments:**

All assignments of rights under this Agreement by Customer, without the prior written consent of HRS shall be void. HRS shall be entitled to assign this agreement to any subsequent owners, purchasers or successors in interest to HRS, including, but not limited to, by way of merger, asset acquisition or equity acquisition, upon written notice to Customer.

### **Section 9.02 — Entire Agreement:**

This Agreement contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning the subject matter herein.

### **Section 9.03 — Amendments and Modifications and Severability:**

Alterations, modifications or amendments of a provision of this Agreement shall not be binding unless such alterations, modifications or amendments are in writing and signed by authorized

representatives of HRS and Customer. If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect.

**Section 9.04 — General:**

The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph or provision. Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

**Section 9.05 — Governing Law:**

This Agreement shall be governed by the Federal Arbitration Act with respect to the Arbitration Agreement contained in Section 9.09 and otherwise by the laws of the state of Mississippi without regard to its conflicts of law principles.

**Section 9.06 — Notice:**

Notices shall be in writing and shall be deemed delivered when delivered by commercial next business day delivery service, Certified or Registered Mail – Return Receipt Requested or by hand to the address set forth in this Agreement for HRS and for Customer on the signature page of this Agreement with copies. Notices shall be deemed given on the date of receipt – as evidenced in the case of Certified or Registered Mail by Return Receipt.

**Section 9.07 — Waiver:**

Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the party waiving such provision.

**Section 9.08 — Relationship of the Parties:**

Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.

**Section 9.09 — Arbitration:**

With the exception of claims arising under Section 5.06 (for which the exclusive venue shall be the state courts located in Madison County, Mississippi or the federal courts situated in Jackson, Mississippi), any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Three qualified Arbitrators shall be selected by the parties in accordance with the Arbitration Rules of the American Arbitration Association. Each party shall

have the right of discovery as set forth in the Federal Rules of Civil Procedure. The Arbitration shall be administered by the American Arbitration Association in Hinds or Madison County, Mississippi.

**Section 9.10 — Continuation:**

The terms and provisions of this Agreement shall survive termination and cancellation of this Agreement where context so indicates, and specifically, Articles I, III, V, VI, VIII and IX shall survive termination and cancellation of this Agreement.

**Section 9.11 – Counterparts:**

This Agreement may be executed in multiple counterparts each of which shall be deemed an original and which, taken together, shall constitute one and the same agreement.

**Section 9.12 – Execution:**

This Agreement, and terms and conditions set forth herein, form a material component of your contractual obligations with respect to the use of the Services. Customer indicates its full assent to this Agreement by any of the following methods: (a) By use of the Selected Services, you are deemed to acknowledge and assent to this Agreement; or (b) by manually signing these Terms in the space provided below; or (c) by electronically indicating your assent, by way of “check box” or “click through” in your orientation and initial use of the Selected Services. Any amendments or modifications to these Terms will be binding upon you at such time as you receive written notice of same and your continued use of the Services after such notice shall indicate your continued assent to these terms, as modified.

**Section 9.13. Construction:**

No provision of this Agreement, or of any documents delivered pursuant hereto, shall be construed against any party, or its counsel, merely because such party or counsel initially drafted such provision or document. This Agreement shall be deemed to have been jointly drafted by the parties hereto for contract construction purposes.

**Section 9.14. Severability:**

If any term or provision of this Agreement shall be determined invalid or unenforceable to any extent or in any application, then the remainder of this Agreement shall not be affected thereby, and such term or provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law, except to such extent or in such application, shall not be affected thereby, every term and provision of this Agreement as so modified if necessary, shall be enforced to the fullest extent and in the broadest application permitted by law.

**EXECUTED ON THE SERVICE REQUEST SHEET**



# **Exhibit A**

## **SCREENING REPORTS CERTIFICATION**

## Screening Reports Certification

**Customer as noted on the Service Request Sheet** (“Customer”), hereby certifies and agrees to the following certifications now, and also agrees that each order of a consumer report or investigative consumer report (collectively “Screening Report”) by Customer will constitute Customer’s renewed agreement to, re-certification to, and re-affirmation of, each of the following certifications. Customer avers, represents, and certifies that each individual user it has authorized to place orders of Screening Reports on its behalf with Blue Ox II, LLC, a Mississippi limited liability company d/b/a MyHRScreens (“CRA”) has the authority to act for Customer and to re-certify to the following statements:

(a) Customer ordered the Screening Report for employment purposes and will not use the report for any impermissible purposes. To the extent applicable, Customer will only use the Screening Report for purposes the Driver Protection Privacy Act, 18 U.S.C. § 2721 et seq (“DPPA”).

(b) Customer has complied with 15 U.S.C. § 1681b(b)(2) with respect to the Screening Report and the Consumer.

(c) Customer has provided to the Consumer any additional disclosures, offered any additional information, and obtained any additional authorizations, that may be required by state or local law regarding the procurement or use of a Screening Report or governing any investigation containing the types of information provided by CRA to Customer, including but not limited to criminal history information or credit history information (sometimes referred to as “ban the box” or “fair chance” laws). Customer will not order a Screening Report from CRA containing criminal record information before the time permitted by applicable law. By placing an order for a Screening Report from CRA that contains criminal record information, Customer certifies that it is allowed to seek criminal record information at the time of the order under applicable law with respect to the Consumer who is the subject of the Screening Report. Customer will not order drug testing with respect to marijuana, cannabinoids or cannabinoid metabolites from CRA if Customer is not permitted to test for those substances under applicable law. By placing an order for drug testing that includes marijuana, cannabinoids or cannabinoid metabolites, Customer certifies that it is permitted by applicable law to seek such information with respect to the consumer who is the subject of the testing. Customer will also comply with the DPPA and any state or local laws covering the same subject matter.

(d) Customer will comply with 15 U.S.C. § 1681b(b)(3) with respect to the Screening Report if 15 U.S.C. § 1681b(b)(3) becomes applicable, and, to the extent required by applicable law or regulation, Customer will inform Consumer of the reason for the adverse action.

(e) Customer has received and reviewed the “Summary of Your Rights Under the Fair Credit Reporting Act” and “Notice to Users of Consumer Reports: Obligations of Users Under the FCRA,” provided by CRA.

(f) No one at Customer will use information from the Screening Report in violation of any applicable Federal, State or local equal employment opportunity law or regulation.

### *Investigative Consumer Reports*

In addition to the foregoing, if the Screening Report is an investigative consumer report, Customer also hereby certifies that:

- (a) Customer has complied with 15 U.S.C. § 1681d(a)(1).
- (b) Customer will comply with 15 U.S.C. § 1681d(b).
- (c) Customer has provided to the Consumer any additional disclosures, offered any additional information, and obtained any additional authorizations, that may be required by state or local law regarding the procurement or use of an investigative consumer report.

### *California Reports*

In addition to the foregoing, if the Screening Report is ordered for employment in California or for a Consumer with a current residential address in California, I also hereby certify that:

- (a) Customer ordered the Screening Report for employment purposes and no other purposes.
- (b) Customer has made the applicable disclosures to the Consumer required by California Civil Code Section 1786.16.
- (c) Customer has provided the Consumer means by which the Consumer may indicate on a written form, by means of a box to check, that the Consumer wishes to receive a copy of any Screening Report that is prepared. If the Consumer wishes to receive a copy of the Screening Report, Customer will send a copy of the Screening Report to the Consumer within three business days of the date that the Screening Report is provided to Customer. The copy of the Screening Report will contain the name, address, and telephone number of CRA and how to contact CRA.
- (d) Customer will comply with California Civil Code Section 1786.40, if the taking of adverse action is a consideration.

### *New Jersey Reports*

In addition to the foregoing, if the Screening Report is ordered for employment in New Jersey or for a Consumer with a current residential address in New Jersey, Customer also hereby certifies that:

- (a) Customer ordered the Screening Report for employment purposes and for no other purpose.
- (b) Customer has made the applicable disclosures to the Consumer and obtained the Consumer's written authorization as required by New Jersey Stat. § 56:11-31(c).

(c) Customer will comply with New Jersey Stat. § 56:11-31(e), if the taking of adverse action is a consideration.

### *New York Reports*

In addition to the foregoing, if the Screening Report is ordered for employment purposes in New York or for a Consumer with a current residential address in New York, Customer also hereby certifies that it provides a copy of New York Article 23-A to any Consumer in New York subject to a Screening Report that contains criminal records and complies with New York Article 23-A and any other applicable state law in making employment decisions based in whole or in part on the Consumer's criminal records.

In addition to the foregoing, if the Screening Report is ordered for employment purposes in New York City or for a Consumer with a current residential address in New York City, Customer also hereby certifies that it has complied with and will comply with all aspects of the New York City Fair Chance Act and its implementing regulations and guidance as may be in effect at the time of the order, including but not limited to any applicable restrictions on when statements regarding criminal background checks or inquiries into criminal record histories may be made, as well complying with all requirements for notices to be provided to the Consumer. Without limiting the foregoing, by placing an order for a Screening Report in New York City or for a Consumer with a current residential address in New York City, Customer certifies that: (1) the order represents that a conditional offer of employment as defined by the New York City Fair Chance Act and/or its implementing regulations or guidance has already been made, (2) if any criminal records appear on the Screening Report, Customer will conduct an individualized assessment compliant with the New York City Fair Chance Act before taking any adverse action based on the criminal records on the Screening Report and (3) Customer will not consider any criminal record history that the New York City Fair Chance Act bars Customer from considering for employment purposes.

### *Employment Purposed Credit Reports*

If Customer requests a Screening Report that contains credit or financial information of the Consumer for employment purposes, Customer hereby certifies and represents now and at the time of each order of such Screening Report that Customer is legally permitted to procure and use such information under the applicable federal, state or local law in the jurisdiction in which the Screening Report is ordered and used and the jurisdiction in which the subject of the Screening Report resides, and will only use the information in such Screening Report in a matter consistent with applicable federal, state or local law, including any applicable equal employment opportunity law or law relating to use of credit reports for employment purposes.

In addition to the foregoing, if the Screening Report that contains credit or financial information of the Consumer is ordered for employment in California or for a Consumer with a current residential address in California for employment purposes, Customer also hereby additionally certifies now and at the time of each such Screening Report order that:

(a) Customer ordered the Screening Report for employment purposes and no other purposes.

(b) Customer has provided the applicable notice(s) to the Consumer described by California Civil Code Section 1785.20.5 and Cal. Labor Code 1024.5 and has obtained the authorization in writing of the Consumer for the procurement of the Screening Report.

(c) Customer has requested that a copy of such Screening Report be sent to the Consumer contemporaneously if the Consumer has checked the box on the notice described in subpart (b) above to request a copy of such Screening Report.

(d) Customer will comply with California Civil Code Section 1785.20.5(b), if employment involving the Consumer is denied either wholly or partly because of information contained in such Report.

In addition to the foregoing, if the Screening Report that contains credit or financial information of the Consumer is ordered for employment in Vermont or for a consumer with a current residential address in Vermont for employment purposes, certifies that it has complied with 9 V.S.A. § 2480e.

#### *Conclusion*

In addition to the foregoing, Customer hereby also certifies and agrees that if Customer violates or otherwise fails to fully comply with any of the above agreements and certifications or otherwise fails to comply with applicable laws governing background screening, Customer agrees to fully defend and indemnify CRA for any alleged claims, demands, damages or violations arising out of or related to Customer's violation or failure to fully comply.

This certification is hereby executed with authority to act on behalf of Customer by the following on the following date:

AGREED TO AND EXECUTED ON SERVICE REQUEST SHEET

# **Exhibit B**

## **CALIFORNIA DISCRIMINATION LAW CERTIFICATION**

## California Discrimination Law and Regulations Certification

**Customer as noted on the Service Request Sheet** (“Customer”), hereby certifies and agrees to the following certifications now, and also agrees that each order of a consumer report or investigative consumer report (collectively “Screening Report”) by Customer with respect to a Consumer in California or employment in California will constitute Customer’s renewed agreement to, re-certification to, and re-affirmation of, each of the following certifications to Blue Ox II, LLC, a Mississippi limited liability company d/b/a MyHRScreens (“CRA”). Terms used herein shall have the meaning ascribed to them by California Government Code section 12952 and the corresponding regulations published by the California Civil Rights Department (“CRD”).

(a) Customer has reviewed and understands Customer’s obligations, if any, under the text of California Government Code section 12952 and the corresponding regulations published by the CRD.

(b) Customer will not inquire into or consider any applicant’s conviction history, or request or require CRA to do so on its behalf, until after Customer has first made a conditional offer of employment to the applicant.

(c) Customer will not inquire into, or request or require CRA to inquire into on its behalf, any of the following records: (i) An arrest not followed by conviction, except in the circumstances as permitted in paragraph (1) of subdivision (a) and subdivision (f) of Section 432.7 of the Labor Code; (ii) Referral to or participation in a pretrial or posttrial diversion program; (iii) Convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation; (iv) An arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while a person was subject to the process and jurisdiction of juvenile court law; (v) A non-felony conviction for possession of marijuana that is two or more years old. Customer certifies that any questions Customer has asked CRA to present to applicants in CRA’s workflow have been reviewed and approved by Customer’s experienced attorneys.

(d) Customer will not adjudicate, or request or require CRA to adjudicate on its behalf, any criminal records listed in paragraph (c), subparts (i) through (v). Customer certifies that Customer’s adjudication guidelines have been reviewed and approved by Customer’s experienced attorneys.

(e) Customer will make an individualized assessment of whether an applicant’s conviction history has a direct and adverse relationship with the specific duties of the job before denying the applicant a position of employment, including arranging for CRA to send a final adverse action notice on its behalf. Customer’s assessment will consider: (i) The nature and gravity of the offense or conduct; (ii) The time that has passed since the offense or conduct and completion of the sentence; and (iii) The nature of the job held or sought. For factor (i), Customer will consider:

- The specific personal conduct of the applicant that resulted in the conviction;
- Whether the harm was to property or people;

- The degree of the harm (e.g., amount of loss in theft);
- The permanence of the harm;
- The context in which the offense occurred;
- Whether a disability, including but not limited to a past drug addiction or mental impairment, contributed to the offense or conduct, and if so, whether the likelihood of harm arising from similar conduct could be sufficiently mitigated or eliminated by a reasonable accommodation, or whether the disability has been mitigated or eliminated by treatment or otherwise;
- Whether trauma, domestic or dating violence, sexual assault, stalking, human trafficking, duress, or other similar factors contributed to the offense or conduct; and/or
- The age of the applicant when the conduct occurred.

For factor (ii), Customer will consider:

- The amount of time that has passed since the conduct underlying the conviction, which may significantly predate the conviction itself; and/or
- When the conviction led to incarceration, the amount of time that has passed since the applicant's release from incarceration.

For factor (iii), Customer will consider:

- The specific duties of the job;
- Whether the context in which the conviction occurred is likely to arise in the workplace; and/or
- Whether the type or degree of harm that resulted from the conviction is likely to occur in the workplace.

(f) Before denying an applicant a position of employment, including arranging for CRA to send a final adverse action notice on its behalf, Customer will notify the applicant of Customer's preliminary decision in writing. The notification shall contain all of the following: (i) Notice of the disqualifying conviction(s) that are the basis for the preliminary decision to rescind the offer; (ii) A copy of the conviction history report; (iii) An explanation of the applicant's right to respond to the notice of the employer's preliminary decision before that decision becomes final and the deadline by which to respond. The explanation shall inform the applicant that the response may include submission of evidence challenging the accuracy of the conviction history report that is the basis for rescinding the offer, evidence of rehabilitation or mitigating circumstances, or both. Customer certifies that Customer's forms of pre-adverse action and adverse action notice have been reviewed and approved by Customer's experienced attorneys.

(g) Before denying an applicant a position of employment, including arranging for CRA to send a final adverse action notice on its behalf, Customer will afford the applicant time to respond in accordance with applicable law, and will consider any information timely submitted by the applicant, including, as applicable: (i) When the conviction led to incarceration, the applicant's conduct during incarceration, including participation in work and educational or rehabilitative programming and other prosocial conduct; (ii) The applicant's employment history since the conviction or completion of sentence; (iii) The applicant's community service and engagement

since the conviction or completion of sentence, including but not limited to volunteer work for a community organization, engagement with a religious group or organization, participation in a support or recovery group, and other types of civic participation; and (iv) The applicant's other rehabilitative efforts since the completion of sentence or conviction or mitigating factors not captured in the above subfactors.

(h) When denying an applicant a position of employment, including arranging for CRA to send a final adverse action notice on its behalf, Customer will notify the applicant of its final decision. The notice shall include all the following: (i) The final denial or disqualification; (ii) Any existing procedure the employer has for the applicant to challenge the decision or request reconsideration; and (iii) The right to file a complaint with the CRD.

(i) All actions that CRA takes on Customer's behalf, including adjudicating Screening Reports and mailing notifications, are performed by CRA as Customer's agent, at Customer's direction, and subject to Customer's independent control.

This certification is hereby executed with authority to act on behalf of Customer by the following on the following date:

AGREED TO AND EXECUTED ON SERVICE REQUEST SHEET

# Exhibit C

## TRANSUNION INFORMATION CERTIFICATION

**Customer as noted on the Service Request Sheet** (“Customer”), hereby certifies and agrees to the following certifications now, and also agrees that each order of a consumer report or investigative consumer report (collectively “Screening Report”) by Customer that includes information from TransUnion (“TransUnion”) will constitute Customer’s renewed agreement to, re-certification to, and re-affirmation of, each of the following certifications to Blue Ox II, LLC, a Mississippi limited liability company d/b/a MyHRScreens (“CRA”) and TransUnion.

(a) Customer certifies that it meets the qualifications of a Certified Person under 15 CFR Part 1110.2 and that its access to the Death Master File (“DMF”) is appropriate because:

Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty; and

Customer has systems, facilities, and procedures in place to safeguard the accessed information; experience in maintaining the confidentiality, security, and appropriate use of the accessed information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer; and

Customer shall not disclose information derived from the DMF to the consumer or any third party, unless clearly required by law.

(b) Customer acknowledges that failure to comply with the provisions above may subject Customer to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.

(c) Customer shall indemnify and hold harmless TransUnion and the U.S. Government/NTIS from all claims, demands, damages, expenses, and losses, whether sounding in tort, contract or otherwise, arising from or in connection with Customer’s, or Customer’s employees’, contractors’, or subcontractors’, use of the DMF. This provision shall survive termination of the Agreement and will include any and all claims or liabilities arising from intellectual property rights.

(d) Customer agrees and acknowledges that neither TransUnion nor the U.S. Government/NTIS (a) make any warranty, express or implied, with respect to information provided under this Section of the Policy, including, but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume any liability for any direct, indirect or consequential damages flowing from any use of any part of the DMF, including infringement of third party intellectual property rights; and (c) assume any liability for any errors or omissions in the DMF. The DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, do not guarantee the accuracy of the DMF. SSA does

not have a death record for all deceased persons. Therefore, the absence of a particular person on the DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the DMF.

(e) Customer agrees and acknowledges that if an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the DMF), the individual should be told to contact their local Social Security office (with proof) to have the error corrected. The local Social Security office will:

Make the correction to the main NUMIDENT file at SSA and give the individual a verification document of SSA's current records to use to show any company, recipient/purchaser of the DMF that has the error; or,

Find that SSA already has the correct information on the main NUMIDENT file and DMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company subscriber/ purchaser of the DMF that had the error.

(f) Customer agrees and acknowledges that to the extent lawfully permissible to do so, Customer may request TransUnion Scores, which shall include the VantageScore (collectively "TransUnion Scores" or "Scores") in connection with the delivery of a consumer report obtained hereunder. TransUnion agrees to perform such processing as reasonably practicable. Customer shall use Scores provided in connection with the delivery of a consumer report only in accordance with its permissible purpose under the FCRA certified at the time of its request for such Scores. Customer will request Scores only for Customer's exclusive, one-time use. Customer may store Scores solely for Customer's own use in furtherance of Customer's original purpose for obtaining the Scores.

(g) Customer recognizes that factors other than the Score may be considered in making a decision as to a consumer. Such other factors include, but not limited to, the consumer report, the individual account history, application information, and economic factors. Score reason codes may be provided to the Customer, which are designed to indicate the principal factors that contributed to the Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). The TransUnion Score itself, when accompanied by the corresponding reason codes, may also be disclosed to the consumer who is the subject of the TransUnion Score. However, the TransUnion Score itself may not be used as the reason for adverse action under Reg. B.

(h) Customer shall not use any Scores for model development or model calibration and shall not reverse engineer any Scores. TransUnion Scores are proprietary to TransUnion and shall not be disclosed to any other third party without TransUnion's prior written consent, except as expressly permitted herein or where clearly required by law. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, or reproduced, and may never be disclosed, revealed or made accessible, in whole or in part, to any Person, except:

- (i) to those employees of Customer with a need to know and in the course of their employment;
- (ii) to those agents and contractors of Customer who have a need to know in connection with

Customer's use of the Scores as permitted hereunder and who have executed a written agreement that limits the use of the Scores by the third party only to the use permitted to Customer and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score, when in connection with an adverse action notice; (iv) to government regulatory agencies; or (v) as required by law. For the purpose of this Section, "Person" shall mean an individual, a partnership, a corporation, a limited liability company, a trust, a joint venture, an unincorporated organization and any Government Authority. For the purpose of this Section, "Government Authority" means any national, provincial, state, municipal, local or foreign government, ministry, department, commission, board, bureau, agency, authority, instrumentality, unit, or taxing authority thereof.

(i) Scores without Score Factors or Adverse Action Codes: Scores without score factors or adverse action codes may be made available to Customer in conjunction with Customer's request for Consumer Reports. Customer hereby represents and warrants that when Customer requests Scores without score factors or adverse action codes, Customer shall not use such Scores, nor any information derived therefrom: (i) to take any adverse action as to any individual consumer; or, (ii) except for prioritization of collection of a credit account, in connection with the collection of an account, when such use is consistent with the permissible purpose certified by Customer to obtain such Score(s).

(j) TransUnion Score Performance: Certain TransUnion Scores are implemented with standard minimum exclusion criteria. TransUnion shall not be liable to Customer for any claim, injury, or damage suffered directly or indirectly by Customer as a result of any End User requested changes to the exclusion criteria which result in normally excluded records being scored by such TransUnion Scores. TransUnion warrants that the scoring algorithms used in the computation of the scoring services provided under this Agreement ("Models"), are empirically derived from credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the purpose of the TransUnion Scores when applied to the population for which they were developed, and that no scoring algorithm used by a TransUnion Score uses a "prohibited basis" as defined in ECOA and Reg. B promulgated thereunder. The TransUnion Score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.

AGREED TO AND EXECUTED ON SERVICE REQUEST SHEET

## **Exhibit D**

### **NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

## **NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

### **I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

#### **A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)

- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

#### **B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

#### **C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

### **1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

### **2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

### **3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

#### **D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

#### **E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

#### **F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

## **II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must

provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) (“Notice to the Home Loan Applicant”).

### **III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**

#### **A. Employment Other Than in the Trucking Industry**

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

#### **B. Employment in the Trucking Industry**

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking

company by contacting the company.

#### **IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED**

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

#### **V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

#### **VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the

medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

## **VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

## **VIII. OBLIGATIONS OF RESELLERS**

### **A. Disclosure and Certification Requirements**

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) the identity of all end-users;
  - (2) certifications from all users of each purpose for which reports will be used;and
  - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

### **B. Reinvestigations by Resellers**

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

### **C. Fraud Alerts and Resellers**

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

## **IX. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.

**Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:**

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

# **Exhibit E**

## **SUMMARY OF RIGHTS UNDER THE FAIR CREDIT REPORTING ACT**

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.*

## **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 FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.**

- **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 identity 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, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) 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.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) 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.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **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 1-888-567-8688.
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

#### **CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE**

**You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.** The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **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.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**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. For information about your federal rights, contact:**

<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Assistant General Counsel for Office of Aviation Protection Department of Transportation 1200 New Jersey Avenue SE Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street SW Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Division Regional Office</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street SW, Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street NE Washington, DC 20549</p>
<p>8. Institutions that are members of the Farm Credit System</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>

<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357

**SUMMARY OF RIGHTS UNDER 15 U.S.C. § 1681m(a)**

**For Persons Applying for Transportation Regulated Positions  
Prior to Any In-Person Meeting**

You are hereby provided a summary of the following provisions of the Fair Credit Reporting Act, 15 U.S.C. § 1681m(a).

- [COMPANY NAME] (“the Company”) presently uses the following consumer reporting agency (“CRA”) to prepare your consumer report: Blue Ox II, LLC, a Mississippi limited liability company d/b/a MyHRScreens, 401 Legacy Park, Suite B, Ridgeland, MS 39157, 866-899-8970, support@myhrscreens.com (their privacy policy that can be reviewed at www.myhrscreens.com).
- The CRA will not make any adverse decisions relating to your conditional offer of employment, and the CRA will be unable to provide you any specific reasons an adverse decision relating to your conditional offer of employment may be taken or was taken.
- You have the right to obtain a free copy of any consumer report or investigative consumer report from the CRA that prepared the report, under various circumstances, including when you receive a notice that adverse action has been taken against you based on a report. In that instance, you have 60 days from the date you receive the notice of adverse action to request free copies of any such report from the CRA.
- You have a right to contact the CRA at any time to dispute the accuracy or completeness of any information in a report about you that was furnished by the CRA.

# **Exhibit F**

## **REMEDYING THE EFFECTS OF IDENTITY THEFT**

Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

## Remedying the Effects of Identity Theft

You are receiving this information because you have notified a consumer reporting agency that you believe that you are a victim of identity theft. Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or get a loan in your name. For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

- 1. You have the right to ask that nationwide consumer reporting agencies place “fraud alerts” in your file to let potential creditors and others know that you may be a victim of identity theft.** A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as that agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.
  - Equifax: 1-800-525-6285; [www.equifax.com](http://www.equifax.com)
  - Experian: 1-888-397-3742; [www.experian.com](http://www.experian.com)
  - TransUnion: 1-800-680-7289; [www.transunion.com](http://www.transunion.com)

An initial fraud alert stays in your file for at least one year. An extended alert stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an extended alert, you will have to provide an identity theft report. An identity theft report includes a copy of a report you have filed with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit. For more detailed information about the identity theft report, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

- 2. You have the right to free copies of the information in your file (your “file disclosure”).** An initial fraud alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an extended alert entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also

have the ability to obtain additional free file disclosures under other provisions of the FCRA. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

3. **You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information.** A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It may also specify an address for you to send your request. Under certain circumstances a business can refuse to provide you with these documents. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
4. **You have the right to obtain information from a debt collector.** If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief – like the name of the creditor and the amount of the debt.
5. **If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file.** An identity thief may run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identify the information to block, and provide the consumer reporting agency with proof of your identity and a copy of your identity theft report. The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.
6. **You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe the information is a result of identity theft.** To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an identity theft report.
7. The following FCRA right applies with respect to nationwide consumer reporting agencies:

#### **CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE**

**You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.** The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely

approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

To learn more about identity theft and how to deal with its consequences, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), or write to the Consumer Financial Protection Bureau. You may have additional rights under state law. For more information, contact your local consumer protection agency or your state Attorney General.

In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has many other important consumer protections. They are described in more detail at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).