



User Agreement

THIS END-USER AGREEMENT (“Agreement”) is made and entered into by and between InCheck (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly, “InCheck”)) and End-User (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly “End-User”)). This Agreement shall be effective on the date of last signature below (the “Effective Date”).

General

InCheck strives to deliver accurate and timely information products to assist your company (hereinafter “End-User”) in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, InCheck assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. End-User understands that these information sources and resources are not maintained by InCheck. Therefore, InCheck cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, InCheck has in place reasonable procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

End-User’s Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)

End-User hereby certifies that all of its orders for information products from InCheck shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, permissible purposes only:

(Please check all that apply)

<input type="checkbox"/>	Section 604(a)(2). As instructed by the consumer in writing.
<input type="checkbox"/>	Section 604(a)(3)(B). For employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.

End-User’s Certification of Legal Compliance

End-User certifies to InCheck that the information products it receives will not be used in violation of any applicable federal, state or local laws, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. End-User accepts full responsibility for complying with all such laws and for using the information products it receives from InCheck in a legally acceptable fashion. To that end, End-User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state laws when using information products. End-User further accepts full responsibility for any and all consequences of use and/or dissemination of those products. End-User further agrees that each consumer report will only be used for a one-time use.

End-User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End-User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports. End User agrees to abide by Addendum A attached hereto which is incorporated into and is part of this Agreement.

As a condition of entering into this Agreement, End-User certifies that it has in place reasonable procedures designed to comply with all applicable local, state and federal laws. Additionally, End-User certifies that it will comply with all applicable domestic or foreign privacy and confidentiality laws and restrictions.

End-User also certifies that it will retain any information it receives from InCheck for a period of time that is required by applicable law, and will make such reports available to InCheck upon request. End-Users seeking credit information must provide documentation as indicated in Addendum B before InCheck can provide credit information to End-User. Addendum B is incorporated into and is part of this Agreement, if applicable.

End-User understands that the credit bureaus require specific written approval from InCheck before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an End-User or decision maker.

End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice to Users of Consumer Reports (16 C.F.R. Part 601, Appendix C).

A. When Information Products are Used for Employment Purposes

If the information products End-User obtains from InCheck are to be used for an employment purpose, End-User certifies that in every case prior to obtaining or causing a "consumer report" and/or "investigative consumer report" to be obtained, a clear and conspicuous disclosure, in a document consisting solely of the disclosure, has been made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes by the End-User on behalf of its Client. Such disclosure satisfies all requirements identified in the FCRA, as well as any applicable state or local laws and the consumer has authorized, in writing, the obtaining of the report by End-User as well as the sharing of such report with the Client. End-User certifies that each time it orders a report, it is reaffirming the above certification.

If the consumer is denied employment, or other adverse employment action is taken based in whole or in part on the information products provided by InCheck, End-User will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

B. Investigative Consumer Reports

In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, End-User will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) InCheck's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

C. International Criminal Record Searches

End-User understands that searches of international background screening will be conducted through the services of a third-party independent contractor. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported, InCheck cannot be either an insurer or a guarantor of the accuracy of the information reported. End-User therefore releases InCheck and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of an international background screening report.

D. National/Multi-State Database Searches

InCheck recommends that End-User screen its applicants or employees at the county court-house or online system, federal, and multi-state/nationwide database levels. End-User understands that if it chooses not to conduct searches at these levels, InCheck cannot be held responsible for any records that exist that are not included in the End-User's coverage requested. End-User further understands that the multi-state/nationwide database report will only be offered in conjunction with a county-level verification of any records found and that End-User will bear any additional costs associated with this verification.

E. Vendor Verification Services (The Work Number, National Student Clearinghouse, etc.)

End-User understands that certain employment and education verifications will be conducted through the services of a vendor. InCheck and the vendor cannot be either an insurer or a guarantor of the accuracy or completeness of the employment or education information. End-User shall hold harmless InCheck and its affiliated companies, officers, agents, employees, vendors, and independent contractors from any liability whatsoever in connection with employment or education information. End-User releases InCheck and its affiliated companies, officers, agents, employees, vendors, and independent contractors from any liability, including negligence, in connection with the provision of consumer information and from any loss or expense incurred by End-User resulting directly or indirectly from consumer information.

Additional Requirements for Motor Vehicle Records (MVRs) and Driving Records

End-User hereby certifies that Motor Vehicle Records (MVRs) and/or Driving Records shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 *et seq.*) and any related state laws. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to InCheck in the form of the consumer's signed release authorization form. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. End-User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

Warrants

In the course of completing background checks, InCheck may uncover active arrest warrants which are outstanding against the subject. In these cases, InCheck may be contacted by the law enforcement agency seeking the subject. End-User understands that InCheck will furnish to law enforcement any information contained within the subject's file to assist in the apprehension of the subject. Additionally, InCheck may contact End-User, and End-User agrees to release to InCheck, any and all information End-User may have which will further the apprehension of the wanted individual.

General Provisions

End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law. End-User may not assign or transfer this Agreement without the prior written consent of InCheck. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, Wisconsin law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in Wisconsin, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End-User and an officer of InCheck. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

If End-User is permitted to request consumer reports for employment purposes via InCheck's website, then, in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use End-User's Internet access to obtain reports for improper, illegal or unauthorized purposes. End-User agrees to allow InCheck to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by InCheck may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies.

Confidentiality

Neither party shall reveal, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. "Confidential Information" means any and all proprietary or secret data; sales or pricing information relating to either party, its operations, employees, products or services; and, all information relating to any customer, potential customer, Agent, and/or independent sales outlet. The Parties agree to keep this information confidential at all times during the term of this Agreement, and continuing for five years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall InCheck be required to destroy, erase or return any consumer reports or applicant data related thereto in InCheck's files, all of which InCheck shall maintain as a consumer reporting agency in strict accordance with all applicable federal, state, and local laws.

Independent Contractor

The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

Fees and Payment

End-User agrees to pay nonrefundable fees and other charges or costs for InCheck background check services. Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, other governmental agencies, educational institutions, employer verification lines and licensing agencies, incurred by InCheck in servicing End-User, will be passed onto End-User. At InCheck's option, payments not received thirty (30) days after the date of the invoice may cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with InCheck's Accounts Payable Department. Accounts with invoices unpaid thirty (30) days or more will be assessed an interest charge of 1½ % per month, as allowed by applicable law. A \$20.00 fee will be assessed for all returned checks. If the account goes to collection, End-User agrees to pay all collection expenses, including attorneys' fees and court costs. End-User agrees that providing credit card information and submitting it electronically to InCheck represents a legal authorization to debit the card for the orders placed or for non-payment per the 15 day terms. End-User agrees that prices for services are subject to change without notice, although InCheck will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by InCheck. InCheck agrees to End User's Vendor Authorization Form payment settings.

Warranties, Remedies, and Limitation of Liability

End-User understands that InCheck obtains the information reported in its information products from various third party sources "AS IS," and therefore is providing the information to End-User "AS IS." InCheck makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet End-User's needs, or will be provided on an uninterrupted basis; InCheck expressly disclaims any and all such representations and warranties.

INCHECK WILL NOT BE LIABLE TO END-USER FOR DAMAGES, AND END-USER HEREBY RELEASES INCHECK FROM ANY LIABILITY FOR DAMAGES ARISING UNDER ANY THEORY OF LEGAL LIABILITY TO THE FULLEST EXTENT THAT END-USER MAY LEGALLY AGREE TO RELEASE INCHECK FROM LIABILITY FOR SUCH DAMAGES, PROVIDED HOWEVER, THAT END-USER DOES NOT RELEASE INCHECK FROM ANY LIABILITY ARISING SOLELY FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF INCHECK (UNLESS ATTRIBUTED OR IMPUTED TO INCHECK BY REASON OF ANY ACT OR OMISSION OF END-USER WHETHER AS AN AGENT OF INCHECK OR OTHERWISE). IN THE EVENT INCHECK IS LIABLE TO END-USER FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST INCHECK FOR ALL SUCH MATTERS WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO INCHECK BY END-USER FOR THE SERVICE TO WHICH A GIVEN CLAIM RELATES PROVIDED PURSUANT TO THIS AGREEMENT, AND RECOVERY OF THE AMOUNT IS END-USER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN THE EVENT INCHECK IS LIABLE TO END-USER FOR ANY MATTER RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY OR TORT

(INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), AND IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY OR REMEDY SET FORTH IN THIS AGREEMENT, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST INCHECK WILL NOT INCLUDE ANY AMOUNTS FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST INCOME, OR LOST SAVINGS, OR FOR ANY AMOUNTS WITH RESPECT TO CLAIMS AGAINST INCHECK.

End-User shall indemnify, defend and hold harmless InCheck from and against any and all claims, suits, proceedings, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) brought or suffered by any third party arising or resulting from, or otherwise in connection with, any breach by End-User of any of its representations, warranties, or agreements in this Agreement or its negligence or willful misconduct.

InCheck nevertheless agrees to be responsible for actual damages to the extent of and maximum stated herein for third party claims directly resulting from InCheck's sole negligence in assembling the consumer report. InCheck does not guarantee End-User's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which End-User may rely in connection with its furnishing of reports. End-User understands that any conversation or communication with InCheck's representatives regarding searches, verifications or other services offered by InCheck are not to be considered a legal opinion regarding such use. End-User agrees that it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information.

Term and Termination

The term of this Agreement shall begin on the date it is executed by End-User and shall be in effect for one (1) year beginning on the first day of the assigned date below and renewed automatically for one (1) year each year on its anniversary date, if no written notice is received by either party within thirty (30) days prior to end of term.

Either party may cancel this Agreement by giving sixty (60) day written notice to the other party. InCheck may terminate or revise the provisions of this Agreement immediately upon written notice if End-User is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if End-User undergoes a change in ownership. Termination of this Agreement by either party does not release End-User from its obligation to pay for services rendered or other responsibilities and agreements made.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to perform any provision, term or condition of this Agreement the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have fifteen (15) days from the receipt of such notice to cure the default(s). Unless waived by party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

Force Majeure

End-User agrees that InCheck is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent InCheck from meeting its obligations under this Agreement.

Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

Entire Agreement

This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior End-User Agreements between the Parties.

Electronic Signature

The parties agree that the electronic signature of a party to this Agreement shall be of the same legal effect, validity or enforceability as a manually executed signature and shall be effective to bind such party to this Agreement.

I certify that I am authorized to execute this Agreement on behalf of the company listed below. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Agreement.

On Behalf of End-User:

Company Name: _____

Company Address: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

On Behalf of InCheck:

Signature: _____ Date: _____

Print Name: _____

ADDENDUM A

Access Security Requirements

The parties acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, End-User agrees to the following:

1. End-User will take reasonable procedures to protect its account number and password so that only key personnel employed by your company know this sensitive information, including not posting this information anywhere in the facility. End-User agrees to change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties.
2. End-User agrees that system access software, whether developed by your company or purchased from a third party vendor, will have End-User's account number and password "hidden" or embedded and be known only by supervisory personnel. End-User will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, End-User will change its password immediately.
3. End-User agrees it will not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee of InCheck.
4. End-User will restrict the ability to obtain consumer information to a few key personnel.
5. End-User agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them.
6. End-User agrees it will turn off and lock all devices or systems used to obtain consumer information.
7. End-User will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them.
8. End-User agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
9. End-User agrees to notify its employees that End-User can access credit information only for the permissible purposes listed in the Fair Credit Reporting Act.

ADDENDUM B

Documents Required Before Requesting Reports

Before End-User will be allowed to access consumer report information, InCheck requires that End-User provide one (1) of the following:

1. Business license status from a government web site (please include entire web page print out);
2. Business license, copy or documented verification;
3. Documented corporation verification with state or federal government;
4. Copy of Articles of Incorporation with proof of filing;
5. State and/or federal tax records originating from the state or federal government;
6. FDIC Certification; or
7. 501(c)(3) certificate for non-profit originations.

Documents Required Before Requesting Credit Report Information

Before End-User will be allowed to access credit report information, InCheck requires that End-User provide one (1) of the following (if End-User is not publicly traded):

8. Business license status from a government web site (please include entire web page print out);
9. Business license, copy or documented verification;
10. Documented corporation verification with state or federal government;
11. Copy of Articles of Incorporation with proof of filing;
12. State and/or federal tax records originating from the state or federal government;
13. FDIC Certification; or
14. 501(c)(3) certificate for non-profit originations.

If End-User is a publicly traded company, the following items are acceptable methods for verifying that the End-User is a bona fide entity:

1. Documentation of ticker symbol information from trading website;
2. Certified copy of audited annual or quarterly statements submitted to the SEC.

