

BACKGROUND DATA, INC. END-USER AGREEMENT

THIS END-USER AGREEMENT (“Agreement”) is made and entered into by and between Background Data, Inc. (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents) (jointly, “Background Data”) and the Company who has signed the Execution page at the end of this agreement (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

Background Data 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, Background Data 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 Background Data. Therefore, Background Data cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, Background Data has in place 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 Background Data 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 purpose only:

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 Background Data that the information products it receives will not be used in violation of any applicable federal, state or local laws. End-User accepts full responsibility for complying with all such laws and for using the information products it receives from Background Data in a legally acceptable fashion. End-User further accepts full responsibility for any and all consequences of use and/or dissemination of those products.

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 this 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 - Access Security Requirements, attached hereto. Likewise, 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. End-User also certifies that it will retain any information it receives from Background Data for a period of five years from the date the report was received. End-Users seeking credit information must provide the information in Addendum B before Background Data can provide credit information to End-User. Addendums A and B are incorporated into and are part of this End-User Agreement for Consumer Reports.

BACKGROUND DATA END-USER AGREEMENT

A. When Information Products are Used for Employment Purposes

If the information products End-User obtains from Background Data are to be used for an employment purpose, End-User certifies that 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*, will be made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. This disclosure will satisfy all requirements identified in Section 606(a)(1) of the FCRA, as well as any applicable state or local laws. The consumer will have authorized, in writing, the obtaining of the report by End-User.

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 Background Data, 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. 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 of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C).

End-User understands that the credit bureaus require specific written approval from Background Data 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.

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) Background Data’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.

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

End-User hereby certifies that Motor Vehicle Records and/or Driving Records (MVRs) 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 Background Data 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.

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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 Background Data. 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, Georgia law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in Georgia, 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 Background Data. 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 Background Data'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 Background Data to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by Background Data 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 Background Data be required to destroy, erase or return any consumer reports or applicant data related thereto in Background Data's files, all of which Background Data 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.

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Fees and Payment

End-User agrees to pay nonrefundable fees and other charges or costs for Background Data's 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 Background Data in servicing End-User, will be passed onto End-User. At Background Data'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 Background Data. Accounts with invoices unpaid thirty (30) days or more will be assessed an interest charge of 1 ½ % per month, as allowed by applicable law. 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 Background Data presents 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 Background Data 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 Background Data.

Warranties and Remedies

End-User understands that Background Data 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". Background Data 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; Background Data expressly disclaims any and all such representations and warranties. Background Data will not be liable for any indirect, incidental, consequential, or special damages for loss of profits, whether incurred as a result of negligence or otherwise, even if Background Data has been advised of the possibility of such damages. End-User agrees to indemnify and hold harmless Background Data, its successors and assigns, officers, directors, employees, agents vendors, and suppliers from any and all claims, actions or liabilities arising from or with respect to information products provided by it.

Background Data nevertheless agrees to be responsible for actual damages to the extent of and maximum stated herein for third party claims directly resulting from Background Data's sole negligence in assembling the consumer report. Background Data 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 documents, information, conversations or communications with any representative of Background Data regarding searches, verifications or other services offered by Background Data or use of such information by End-User are not to be considered legal counsel or legal opinion. End-User agrees that it will consult with its own legal or other counsel regarding the obtainment and use of background screening information, including but not limited to, the legality of using or relying on reported information.

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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. Background Data 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.

During the term of this Agreement, Background Data will be the exclusive provider to the End-User of employment screening, except for services not provided herein.

Force Majeure

End-User agrees that Background Data 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 Background Data from meeting its obligations under this Agreement.

Waiver

The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant, or condition of this Agreement will not be construed as a waiver of subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

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.

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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.

Company or Business Legal Name

Date

By (Signature of Authorized Officer Only)

Printed Name

Title

Address

Telephone

/ _____
Fax

Email

Please sign and fax completed End-User Agreement to 678-609-4345

Approved by

Date of Approval

Printed Name

Title

Address

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 Background Data.
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 Credit Report Information

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

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.

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.