



SUBSCRIBER AGREEMENT

In order to receive consumer reports, criminal background checks, social security verifications, address verifications, or any other enhancements from the consumer reporting system, or any background reporting systems (collectively called, "Reports") from PeopleCheck, Inc., the undersigned ("Client") agrees to the terms and conditions set forth in this Agreement (~~known as~~ "Agreement"). PeopleCheck, Inc. shall not be obligated to provide reports or other enhanced products until such time that PeopleCheck, Inc. has a fully executed Agreement and account set up completed with access codes issued to Client.

- I. Client represents, warrants, and covenants to PeopleCheck, Inc. that Client is not an attorney, law firm, law enforcement agency, private detective, detective agency, related investigative company, bail bondsman, credit or financial counseling firm, credit repair agency, news agency, dating service, asset location service, or a person that will not be an end-user of the Reports and will notify PeopleCheck, Inc. immediately if any of the above-mentioned conditions change. Client understands its obligations under the federal Fair Credit Reporting Act and applicable state laws in ordering, using or releasing credit report information and will comply with all such obligations and **is responsible for its own regulatory and statutory compliance.**
- II. Client certifies that it will order Reports and any other enhanced products for one or more of the following purposes and for no other purpose.

Client must initial by all applicable applications:

___ **In association with the pre-employment screening process.**

___ **As part of the tenant application approval process.**

___ **Volunteer positions**

- III. Client will not resell or otherwise disclose Reports, enhancement of Reports, or any part thereof except in connection with or association with the strict business purpose of the three areas outlined above to which the Report relates and to the consumer or applicant if adverse action has been taken based on the Report or as otherwise required by law. Client will refer consumers to PeopleCheck, Inc. for all substantial inquiries regarding Reports. Client will obtain the written permission of the consumer or applicant prior to requesting a Report where required under applicable ~~state~~ laws in the form required under such laws and will provide to the consumer or applicant all notices and disclosures required under federal and state laws, including but not limited to the Fair Credit Reporting Act Disclosure, the Employment Release Authorization, and the Summary of Your Rights under the Fair Credit Reporting Act.
- IV. Client has received a copy of the PeopleCheck Inc. "**Notice to Users of Consumer Reports: Obligations under the FCRA.**" Client will comply with all requirements under the Fair Credit Reporting Act and applicable state laws in ordering and using Reports and is solely responsible for its compliance. Client has received a copy

of the PeopleCheck, Inc. **Access Security Requirements**, and agrees to comply with such requirements as modified by PeopleCheck, Inc. from time to time. Client will permit PeopleCheck, Inc. to audit Client's procedures related to this Agreement, and will make all changes requested by PeopleCheck, Inc. required to comply with such requirements and to assure against unauthorized access of Reports.

- V. Client will pay in full according to the PeopleCheck, Inc. fee schedule that is in effect at the time of invoicing. Fees will change effective upon written notice. An account is delinquent if not paid in full within 30 days after receipt of requested reports, scores or other enhancements from PeopleCheck, Inc. PeopleCheck, Inc. may impose a late charge of \$25.00 per month on a delinquent account past 45 days until paid in full and/or suspend providing Reports hereunder until all amounts owed have been paid in full. Client shall pay all attorney fees and collection costs incurred by PeopleCheck, Inc. in collection of any delinquent account, whether or not litigation is instituted. In the event of any litigation or other action involving this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs including trial, any appeal, and/or a bankruptcy or similar proceeding in addition to any other recovery to which it is entitled. This Agreement, constitutes the entire agreement of the parties with respect to its subject matter, and supersedes any contemporaneous or prior written or oral agreements or other communications regarding such subject matter. **No change may be made to this Agreement except in writing executed by Client and an officer of PeopleCheck, Inc. This Agreement shall be interpreted in accordance with the laws of the State of Georgia, without reference to its principles of conflict of laws.**
- VI. **EITHER PARTY MAY TERMINATE THIS AGREEMENT WITHOUT CAUSE OR PENALTY, EFFECTIVE UPON PRIOR WRITTEN NOTICE TO THE OTHER PARTY.** No termination of this Agreement will affect any obligations arising prior to the effective date of termination or the limitations of liability set forth above.
- VII. **CLIENT AGREES TO TAKE ALL NECESSARY MEASURES TO PREVENT UNAUTHORIZED USE OF THE INFORMATION PROVIDED BY PEOPLECHECK, INC.** Client will establish and enforce policies whereby employees are forbidden to obtain information on themselves or associates. Client further agrees that if the information is obtained for employment purposes that such Reports will be ordered and obtained only pursuant to PeopleCheck, Inc employment Report request procedures.
- VIII. Arrests are not Convictions. Verification of accuracy should be done before adverse action is taken based on the findings of a Criminal Arrest(s) and/or Conviction(s). No Record found or the Record returned may or may not be the applicant's total criminal history.

_____ I have read and understand this agreement.
(To be initialed by person signing on behalf of Client)

_____ I have read the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and understand the Fair Credit Reporting Act requirements of users and the penalties for obtaining consumer reports under false pretenses.
(To be initialed by person signing on behalf of Client)

_____ I certify that I have read and understand this agreement.
(To be initialed by person signing on behalf of Client)

_____ I certify that by my signature below, I will comply with my obligations under the Fair Credit Reporting Act.
(To be initialed by person signing on behalf of Client)

SUBSCRIBER INFORMATION:

Company Name: _____

dba (if applicable) _____

Address* _____

City: _____ State: _____ Zip: _____

*Physical Address Only (PO Boxes may be used for billing only and listed separately)

Phone: () _____ Fax: () _____

User Contact: _____ User E-Mail: _____

User Contact: _____ User E-Mail: _____

Billing Contact: _____ Billing E-mail: _____

How did you hear of PeopleCheck? _____

The undersigned is a duly authorized representative of the above-named company and warrants that the information contained herein is correct and complete. In consideration for providing services to the above-listed subscriber, PeopleCheck, Inc. may obtain financial information including business credit reports and/or personal credit reports and/or other relevant information regarding the undersigned company and its owner(s), partners and/or proprietors. I further authorize my creditors to treat a photocopy or facsimile of my signature as if it were an original and accept such as my authorization to release credit information to PeopleCheck, Inc. telephonically or by any other suitable method.

Signature _____ Date _____ Print

Name _____ Title _____

PeopleCheck, Inc.

www.PeopleCheckUS.com

319 Bradford Street NW, Gainesville, GA 30501 Phone: (866) 755-0840 Fax: (866) 755-0841