

Confidential Website Access: Terms and Conditions of Use

By the action of entering their User ID and Password, then clicking “**SUBSCRIBER LOGIN**” into the confidential **SUBSCRIBER** website of Data Research Network, Inc., dba: HIRE-SAFE (“**DRN**”), **SUBSCRIBER** certifies that their requested report(s) are for their personal and/or professional use only, in accordance with the following **TERMS AND CONDITIONS OF USE** (“Agreement”), and that no misrepresentation to **DRN** has occurred or any other forms of identity theft.

Pre-Conditions:

The **DRN** Confidential Website Access is available only to individuals and any other legal entities that can form legally binding contracts under applicable law. **SUBSCRIBER** warrants that anyone provided the confidential Subscriber ID and Password on behalf of **SUBSCRIBER** have the capacity to enter into or otherwise form legally binding contracts under applicable law, including any agreements that **SUBSCRIBER** enters into or form on behalf of a third-party, including, but not limited to, any entities of whom are an employee of **SUBSCRIBER**, manager, owner, or for whom may act as an agent with either actual or apparent authority to form binding agreements as those terms are defined by California law.

SUBSCRIBER hereby certifies that the use of all information provided by **DRN** under this Agreement (Consumer Report) shall be in accordance with the [Fair Credit Reporting Act](#), Public Law 91-508. **SUBSCRIBER** agrees to abide by the provisions of the *Fair Credit Reporting Act* and understands that the information received from **DRN** shall be received as a "consumer report from a consumer reporting agency" within the meaning of the Act. **SUBSCRIBER** further agrees that all information requested will be for exclusive use only for employment purposes or in connection with legitimate business needs as outlined in section 604 of the *Fair Credit Reporting Act*. **SUBSCRIBER** understands that reports may be requested only by its designated agents, and that employees are not to obtain reports except in the exercise of their official duties. Willful acquisition of a Consumer Report under false pretenses is punishable by law. If the employment process is suspended or terminated because of information provided in the Consumer Report, **SUBSCRIBER** shall comply with the provisions of the *Fair Credit Reporting Act*, including but not limited to, those provisions requiring **SUBSCRIBER** to disclose information to a prospective employee or applicant. This includes providing to the applicant/employee a copy of the report and a copy of [A Summary of Your Rights under the Fair Credit Reporting Act](#).

Further, **SUBSCRIBER** acknowledges that the depth of information provided by **DRN** may vary from source to source. Therefore, **SUBSCRIBER** further acknowledges that **DRN** shall not be a guarantor of information accuracy or completeness. **SUBSCRIBER** agrees that final verification of an individual's identity and proper use of report contents shall be **SUBSCRIBER'S** sole responsibility.

If the **SUBSCRIBER** provides **DRN** with information concerning the work to be undertaken, the researcher may reasonably rely on the accuracy of such information without need to ascertain its truthfulness unless the information, on its' face, appears untrue and unreasonable. Any act undertaken by the researcher in reliance upon the information supplied by the client which acts are later deemed to be unlawful, or which subject the researcher to being named as a defendant in litigation or any penalties that may arise therefore, shall be indemnified by the **SUBSCRIBER** and **DRN** shall be held harmless from any such results. **DRN** agrees to provide timely dissemination of available information in a manner consistent with standard business practices.

SUBSCRIBER agrees to pay for all searches conducted on their behalf at their current rate at the time that the search commences. Additional services (out-of-town or out-of-state inquiries, reference verifications, education verification, etc.) are priced per inquiry plus fees, if any, charged by the jurisdictions queried. Once the request has been submitted to **DRN**, it is not cancelable.

As a condition to ordering and obtaining consumer reports from **DRN**, **SUBSCRIBER** agrees as follows:

A. That **SUBSCRIBER** will use such report solely for employment purposes and for no other purpose. Employment purposes include the evaluation of the subject of the report for employment, promotion, reassignment, or retention as an employee. The subject of the report (“Applicant”) includes any consumer who is an applicant, Independent Contractor, potential employee or employee.

B. Prior to ordering the report, or causing the report to be ordered:

- (1) **SUBSCRIBER** has made clear and conspicuous written disclosure to the Applicant, **in a document consisting solely of the disclosure**, that a report may be obtained for employment purposes; and
- (2) **SUBSCRIBER** has obtained the Applicant's written authorization to obtain the report; such authorization may be in the same document as the disclosure.

C. Prior to taking any adverse action based in whole or in part based upon the report, **SUBSCRIBER** will provide the following to the Applicant.

- (1) A copy of the report; and
- (2) A written description of the rights of the Applicant under the *Fair Credit Reporting Act* ("FCRA") as prescribed by the *Federal Trade Commission* ("*FCRA Summary of Rights*"). **DRN** has provided **SUBSCRIBER** a copy of the *FCRA Summary of Rights*, and it can be obtained from **DRN** website (<http://www.hire-safe.com>) or the FTC's website (<http://www.ftc.gov>).

D. Before **SUBSCRIBER** takes any adverse action against the Applicant based in whole or in part on the report, **SUBSCRIBER** shall give the Applicant a **reasonable amount of time** after the copy of the report and *FCRA Summary of Rights* have been received to dispute the accuracy and completeness of the information in the report.

E. If **SUBSCRIBER** takes any adverse action with respect to the Applicant based in whole or in part on any information in the report; **SUBSCRIBER** will provide the Applicant with **all** of the following:

- (1) Notice of the adverse action;
- (2) **DRN** name, address, and telephone number;
- (3) A statement that **DRN** did not make the decision to take the adverse action and is unable to provide the Applicant the specific reasons why the adverse action was taken;
- (4) Notice of the Applicant's right to obtain a free copy of the report from **DRN** if, within 60 days after receipt of the notice, he or she requests a copy from **DRN**, and
- (5) Notice of the Applicant's right under the *Fair Credit Reporting Act* to dispute with **DRN** the accuracy or completeness of any information in the report.

F. In some cases, **SUBSCRIBER** may order a report from **DRN** for employment purposes that would also constitute an "**Investigative Consumer Report**." (In general, an Investigative Consumer Report is one in which information has been obtained through personal interviews with friends, neighbors, or associates of the Applicant or others with whom the Applicant is acquainted or who may have knowledge concerning any such items of information, and the information is more than just a verification of facts.) In the event that **SUBSCRIBER** orders from **DRN** any investigative consumer report, then in addition to **SUBSCRIBER**'s other certifications herein, **SUBSCRIBER** certifies to as follows with respect to each investigative consumer report ordered:

- (1) Not later than 3 days after the date of requesting such report from **DRN**, **SUBSCRIBER** will mail or otherwise deliver a written disclosure to the Applicant containing the following information:
 - (i) A statement that clearly and accurately discloses that an investigative consumer report on the Applicant may be made and such report may contain information as to his or her character, general reputation, personal characteristics and mode of living (as applicable); and
 - (ii) A statement informing the Applicant of his or her right to request in writing additional disclosures about the nature and scope of the investigations and a written summary of rights (*FCRA Summary of Rights*).
- (2) Upon written request by the Applicant within a reasonable period of time following the Applicant's receipt of the disclosure referred to in subsection "C" above, **SUBSCRIBER** shall make a complete and accurate written disclosure of the nature and scope of the investigation **SUBSCRIBER** has requested. **SUBSCRIBER** will mail or otherwise deliver the nature and scope disclosure to the Applicant not later than 5 days after the date on which the request for such disclosure was received from the Applicant or such investigative consumer report was first requested, whichever is later.
- (3) If **SUBSCRIBER** operates in California or orders a report on a California resident, in addition to the other certifications herein **SUBSCRIBER** hereby certifies for each California report ordered from **DRN** that:
 - (i) **SUBSCRIBER** will identify **DRN** including the name, address, and telephone number;
 - (ii) **SUBSCRIBER** will have a disclosure with a box that can be checked by the Applicant to indicate that he/she wants to obtain a free copy of the credit report; and
 - (iii) **SUBSCRIBER** will provide the Applicant a summary of his or her rights under *California Civil Code Section 1786.22*.
- (4) **SUBSCRIBER** is aware that in addition to the *FCRA* and other federal laws, state laws may be applicable to your ordering and use of consumer and/or investigative consumer reports, and agrees to comply with all applicable federal and state laws.
- (5) **SUBSCRIBER** agrees that all certifications and agreements herein are of a continuing nature and are intended to apply to **each** consumer and/or investigative consumer report that **SUBSCRIBER** orders from **DRN**. **SUBSCRIBER** agrees to keep all documentation signed by the Applicant required herein for at least 3 years after the date of the report to which such documentation relates and to provide **DRN** copies upon request.

G. **SUBSCRIBER** may obtain from **DRN** any or all of the following:

- (1) Name and address information upon entering a social security number into the **DRN** system (herein called TRACE);
 - (2) Social security information upon entering a name and address (herein called RETRACE); and
 - (3) Name, address and social security number upon entering name, address and social security number or name and social security number (ID Search).
- (2) The foregoing are referred to herein collectively as "The Products". No credit information shall be supplied in response to such an inquiry for any of the previously named products.

G.(i) Consumer Credit Report for Employment Purposes (herein called PEER).

H. Additionally, **DRN** has access to a database of information provided by other subscribers to the products, other third parties and independently assembled, that consists of addresses, telephone numbers, Social Security Numbers and other data (not individually identifiable) as may from time to time be added, used or potentially useable in unsatisfactory credit experiences (hereinafter called "Hawk"). **DRN** agrees to make Hawk available to **SUBSCRIBER** with any of The Products upon request under the terms and conditions set forth herein, unless **SUBSCRIBER** elects at any time during the term of this Agreement to not receive Hawk. **SUBSCRIBER** agrees all matches to the Hawk database will be reverified. **DRN** does not guarantee the accuracy or reliability of Hawk. And a match, or lack of a match is not intend in itself, to guarantee reliability. Accordingly, **SUBSCRIBER** agrees to use such information at its own risk.

I. **SUBSCRIBER** recognizes that The Products and the PEER product are provided subject to the Individual Reference Services Group (IRSG) Principles, designed to protect consumer privacy, and that additional information about the IRSG Principles may be obtained from the IRSG web page at <http://www.irsg.org>. The information that **DRN** provides to **SUBSCRIBER** may contain consumer identification information governed by the *Gramm-Leach Bliley Act* ("GLBA"). In accordance with *GLBA*, *FCRA* and TransUnion Corporation policies, **SUBSCRIBER** certifies that it intends to use **DRN** services and/or one or more of The Products or the PEER product for the appropriate reasonable purpose(s) that were outlined and stated in the original **SUBSCRIBER AGREEMENT** at the commencement of the business relationship with **DRN**.

J. **SUBSCRIBER** agrees that it shall use The Products only for its exclusive use, and to hold the information in strict confidence and not to disclose it to any third parties. The Products will be requested only by the **SUBSCRIBER'S** designated and authorized representatives. Employees will be forbidden to attempt to obtain any of The Products on themselves, associates, or any other person except in the exercise of their official duties.

K. **SUBSCRIBER** will not use any information in the report in violation of any applicable Federal or State equal employment opportunity law or regulation.

DRN does not represent or warrant that its services will prevent any loss, that its services may not be circumvented or that its services will provide the protection or information for which the services were intended in good faith.

DRN agrees not to discriminate against any employee or applicant for employment because of race, creed, color, age, sex, disability or nationality.

SUBSCRIBER agrees to defend, indemnify and hold harmless **DRN**, and its owners, officers, directors, shareholders, employees, agents, contractors, affiliates and attorneys from all liabilities, claims, losses, causes of action, (including attorney's fees and costs) or any kind or nature, arising out of or in connection with the performance of the services or information to be provided by **DRN** under this Agreement, or any Addendum thereto.

The original signed **SUBSCRIBER AGREEMENT**, and any Addendum attached hereto, are intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof and supersedes all prior representations, understandings or agreements of the parties. This original signed **SUBSCRIBER AGREEMENT** can only be modified in writing, signed by the parties or their duly authorized agents. No waiver of a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach. **SUBSCRIBER** acknowledges receipt of a copy of their original **SUBSCRIBER AGREEMENT** at the commencement of the business relationship with **DRN**.

HIRE~SAFE®

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