

DataTrace Screening Services
A Division of DataTrace Online, Inc.
P.O. Box 95322, South Jordan, UT 84095
Telephone: (801) 253-2400 FAX: (801) 253-2478
www.datatraceonline.com

End-User Agreement (FCRA)

The purpose of this document is to meet the minimal requirements to conduct business with DataTrace Online, Inc. (.DATATRACE.).

DATATRACE shall be responsible only for the content of, and the methods of obtaining, the information supplied to the Client and not for the usage of that information. The Client agrees to defend, indemnify, and hold DATATRACE harmless from any and all legal actions, losses, claims, demands, liabilities, causes of action, cost or expenses imposed upon DATATRACE as a result of Client.s utilization of information supplied by DATATRACE.

Client understands and agrees that DATATRACE, in its role as the Consumer Reporting Agency, will provide information to Client that may be limited by state-specific reporting restrictions. Further, Client agrees that any person requesting searches from DATATRACE will make every effort to provide DATATRACE with the appropriate information necessary to appropriately comply with such reporting restrictions. Absent such information, DATATRACE will elect to apply the most stringent interpretation of any reporting limitations for any given search request.

The Client agrees to adhere to the Fair Credit Reporting Act (FCRA), Drivers Privacy Protection Act (DPPA) requirements, Graham Leach Bliley Act (GLB) and any other local, state or federal laws or regulations pertaining to access, retrieval and usage of public information.

Client acknowledges that service fees may be revised at any time upon 60 days prior written notice, with the exception that increases in government and/or court fees or other third party costs may be recovered as of the date such fee increases take effect. If all payments due are not received by DataTrace within (15) days after the date of the billing statement, Client agrees to pay interest charges of 1½% per month and/or relinquish Client's access privileges and release DataTrace from any other obligation to perform any further services until payment has been received by DataTrace. If client is paying by credit card, or providing a credit card for payment backup, client authorizes all fees incurred to be charged to the credit card account provided to DataTrace.

Client agrees to promptly pay for all services rendered according to DataTrace's billing policy. Client agrees that should this account be referred for collection due to non-payment, that client will pay all costs of collection, including but not limited to a reasonable attorneys fee.

DataTrace Online, Inc.

Signature _____

Name: _____

Title: _____

Date: _____

Client:

Signature _____

Name: _____

Title: _____

Date: _____

Fax To: 801-253-2478

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FAIR CREDIT REPORTING ACT (FCRA) MATERIALS

You are being provided with current FCRA information to comply with the terms set forth by the Consumer Reporting Reform Act. Please sign below that you have received these materials from DataTrace Online, Inc. and/or viewed the FCRA material at:

<https://search.datatraceonline.com/resources>

Customer recognizes and acknowledges that DataTrace Online, Inc. is the Consumer Reporting Agency (as defined in the FCRA). This document is being provided in conjunction with the User Certification Letter. Both documents will be sent via facsimile to DataTrace Online, Inc. at (801) 253-2478.

RECEIPT OF INFORMATION

Customer hereby acknowledges receipt from DataTrace Online, Inc. of the following information provided at <https://search.datatraceonline.com/resources>:

1. Notice to Users of Consumers Reports; Obligations of Users under the FCRA.
2. Requirements for Users in the Event They Take Adverse Action.

Company Name: _____

By (Signature/Title) _____

Date: _____

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FCRA USER CERTIFICATION LETTER

The company indicated below hereby certifies that as a "User" of your Consumer Reports, we will restrict the use of the information in the reports to personnel selection for employment/Tenant Screening purposes only.

No information in the reports will be given to any other "person" or "user" in compliance with the Fair Credit Reporting Act, as amended by the Consumer Reporting Reform Act of 1996 (the "Act"). We have complied with the Act by disclosing to the Subject the fact that we are requesting a Consumer Report ("Report"). If we choose to take adverse action against the Subject as a result of information from the Report, before taking such adverse action, we shall provide the Subject with a copy of the Report, and a description of the Subject's rights under the Act (if we have not already done so). Additionally, we shall provide the Subject with DataTrace Online's name, address and telephone number, as well as the following statement required by the Act:

"DataTrace Online, Inc. did not make the decision to take the adverse action and is unable to provide you, the Subject, with specific reasons why the adverse action was taken."

We shall also inform the Subject of their right to dispute with DataTrace Online, Inc. the accuracy or completeness of any information in the Consumer Report. We further certify that we shall not use any information contained in the Report in violation of any applicable Federal or State equal opportunity law or regulation.

Corporate or Company Name

Signature of Authorized Company Representative

Name of Authorized Company Representative

Date

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Employment Criminal Background Check Restrictions

Arrest Records:

Certain states specifically prohibit an employer from using an applicant's arrest record in making employment decisions. These states are as follows:

Arkansas, California, Connecticut, Illinois, Hawaii, Maine, Massachusetts, Michigan, New Hampshire, Pennsylvania, Rhode Island and Wisconsin. While the rest of the states do not bar the use of arrest records, most prohibit the use of records that have been sealed or expunged.

Conviction Records:

Although many states allow employers to inquire about past convictions, the law often requires the employer to state that such convictions will not necessarily disqualify the applicant from employment.

States with 7 year limit on reporting of convictions: California; Montana; Nevada; and, New Mexico.
States with 10 year limit on reporting of convictions: Washington.

States with 7 year limit unless potential employee is expected to earn above certain salary:

Colorado - \$75,000; Kansas - \$20,000; Maryland - \$20,000; Massachusetts - \$20,000; New Hampshire - \$20,000; New York - \$25,000; and, Texas - \$75,000. If the appropriate salary level is not indicated at the time of search order placement, DATATRACE will elect to apply the most stringent interpretation of any reporting limitations for any given search request.

Corporate or Company Name

Signature of Authorized Company Representative

Name of Authorized Company Representative

Date

Please fax completed form to: (801) 253-2478

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Authorized Users

Please provide information on all authorized users to be set up for access to our online system.

**** Account Administrator (full name/title):** _____

Email address: _____

Telephone # _____

**Account administrators are given authority to add and delete users and other administrative access to the acct.

User # 2 (full name/title): _____

Email address: _____

Telephone # _____

User # 3 (full name/title): _____

Email address: _____

Telephone # _____

User # 4 (full name/title): _____

Email address: _____

Telephone # _____

User # 5 (full name/title): _____

Email address: _____

Telephone # _____

User # 6 (full name/title): _____

Email address: _____

Telephone # _____