

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

DATATRACE ONLINE, INC. - APPLICATION FOR SCREENING SERVICES

CONTACT INFORMATION

Name of Business			Telephone Number ()	
Physical Address of Business (PO Box and Private Mail Box are NOT acceptable)			Fax Number ()	
City	State	Zip	Web Site Address	
Mailing Address , if different			E-Mail Address	
City	State	Zip	FEIN (or SSN if Sole Proprietorship)	
Primary Purpose of Business:		In Business Since:	Number of Employees:	Is Business Home-Based?
Heard About Us From: (Please specify)				

We are required to verify all applicants. The information submitted on this application will be used to determine eligibility for accessing information provided by DataTrace Online, Inc. and must be supplied in its entirety.

BUSINESS IDENTITY VERIFICATION

Please check the box that best describes the legal type of your business.

Corporation LLC LLP General Partnership Sole Proprietorship

Please provide the following documentation and fax it with your application to 801-253-2478.

1. A copy of your professional license issued by a government or regulatory authority, if applicable (private investigator, attorney)
2. A copy of articles of incorporation, LLC filing, trade name or assumed name filing, business license or other documentation.
3. A copy of the cover page of your telephone bill (the page that contains your phone number and your billing address).

PAYMENT INFORMATION

Requested Method of Payment

- Credit Card:** Automatically debit our credit card as authorized on the following page for our purchases as invoiced monthly.
- Net/15 invoicing:** Please invoice us monthly. (A bank reference and credit card information are required to establish a Net/15 account.)

A bank reference must be provided by all customers

Bank Name _____

Bank Address _____

Telephone Number () _____ Fax Number () _____

Type and Account Number _____

I authorize DataTrace as part of our application for services to verify credit information, business references and a bank reference.

Signature

Printed Name & Title

Date

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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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Payment Authorization

Please provide your credit card information on this form. All authorized charges will be charged to the credit card account provided below.

Credit Card/Check Card Number	Expiration Date		
	Month	Day	Year

THIS CARD IS A: VISA MASTERCARD AMX DISCOVER Code on
card _____

EXACT NAME LISTED ON THE CARD: _____

EXACT ADDRESS ON ACCOUNT: _____

CITY _____ **STATE** _____ **ZIP** _____

TELEPHONE # ON ACCOUNT: _____

Please check one of the boxes below:

- Bi-Monthly Billing** - I authorize DataTrace Online, Inc. to bill the above listed credit card for all usage charges as made and invoiced on the 1st and 15th day of each month.
- Pay Per Search** - I hereby authorize DataTrace to bill the above listed credit card for each search transaction requested.
- Account Payment Back-up** – Client authorizes DataTrace to bill to their credit card any past due balances incurred on the account. For all net 15 invoiced clients.

I authorized DataTrace at it's discretion to charge the above credit card for any balance due on my account that is more than 30 days past due. I also authorize DataTrace Online, Inc. to charge my credit card as per the above instructions.

Authorized Signature: _____

Printed Name: _____

Date: _____

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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: _____

Please fax completed form to DataTrace at (801) 253-2478

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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

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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 # _____