

USER AGREEMENT

The purpose of this document is allow you ("Client") to meet the minimal requirements to obtain Consumer Reports from MIDWEST DETECT, a Consumer Reporting Agency ("CRA"). MIDWEST DETECT shall be responsible only for the content of, and the methods of, obtaining the information supplied to the Client in a Consumer Report and not for the usage of that information. The Client agrees to defend, indemnify, and hold MIDWEST DETECT harmless from any and all legal actions, losses, claims, demands, liabilities, causes of action, cost or expenses imposed upon MIDWEST DETECT as a result of Client's utilization of Consumer Report information supplied by MIDWEST DETECT.

Notice Acknowledgments

Client acknowledges receipt of all required notices required by the FCRA including:

- The Notice to Users of Consumer Reports: Obligations of Users under the FCRA
- A Summary of Your Rights Under the Fair Credit Reporting Act
- Remedying the Effects of Identity Theft

The most current version of each of these documents is also available on the secure MIDWEST DETECT website.

Required forms and documents for Client's use in requesting background checks and staying in compliance with state and federal laws are found on the secure clients area at MIDWEST DETECT's website (www.midwestdetect.com). MIDWEST DETECT will notify the Client of any special forms or releases needed at the time of order placement. Such forms and documents occasionally include the following:

- Disclosures and Authorizations to meet special federal and state requirements.
- State-specific release forms and/or information to obtain statewide criminal searches and driving reports in those states requiring such a form.

Client Responsibilities and Acknowledgments

The Client agrees to adhere to the Fair Credit Reporting Act (FCRA), Drivers Privacy Protection Act (DPPA) requirements, and any other regulations pertaining to access and retrieval of public information.

Client understands that it must have a permissible purpose for ordering information.

Client agrees to comply with disclosure and authorization requirements to the consumer as required by the FCRA.

Client understands and agrees to comply with adverse action procedures required by the FCRA. Client understands the confidential nature of the information being requested and will keep all Consumer Report information confidential when obtaining, retaining, using and destroying this confidential matter.

Client will comply with all laws and regulations and will not use consumer information in violation of any state or federal law, including Equal Opportunity laws.

Adverse Action

Client understands that there are legal requirements and responsibilities when taking adverse action based in whole or part on Consumer Reports. In addition to other actions, denying employment based in whole or in part on a Consumer Report constitutes an adverse action. Client understands and agrees to comply with adverse action procedures required by the FCRA, including:

- Requirements to provide a Preliminary Adverse Action Notice to consumers, along with a copy of the Consumer Report and “A Summary of Your Rights Under the Fair Credit Reporting Act” and that allows the consumer a designated period of time to contact the employer, if consumer wishes to dispute any information in the Consumer Report; and,
- Providing a final Adverse Action Notice to the consumer, if a final adverse employment decision is made, that contains MIDWEST DETECT contact information, a statement that MIDWEST DETECT did not make the decision to take the adverse action and a statement regarding the consumer's right to dispute reported information contained in MIDWEST DETECT's report.

Client has specific legal requirements and responsibilities in the use of consumer reports and should consult with legal counsel regarding such specific legal responsibilities.

Legal Responsibilities

Client understands that MIDWEST DETECT is not legal counsel and cannot provide legal advice. If Client has questions regarding their responsibilities under the FCRA or this Agreement, Client should work with its legal counsel regarding their specific needs. It is recommended that Client work with legal counsel to ensure that client's policies and procedures related to the use of MIDWEST DETECT Consumer Report information are in compliance with applicable state and federal laws.

Information Protection

Client understands the sensitive nature of Consumer Reports, the need to protect the information and the Consumer Report retention and destruction practices outlined by the FCRA and DPPA. Client agrees to:

- Limit dissemination of consumer information to only those with legitimate need, permissible purpose and authorized by consumer
- Retain consumer data in a confidential manner
- Destroy data in a secure manner to make it inaccessible, unreadable, and/or unrecoverable by:
 - o Burning, pulverizing, or shredding;
 - o Destroying or erasing electronic files; and/or,
 - o After conducting due diligence, hiring a document destruction company.

MIDWEST DETECT will provide assistance to Client on using the secure MIDWEST DETECT website as well as ordering, reading and understanding Consumer Reports through telephone assistance during normal business hours.

Service Fees and Payment

Current basic background pricing is available on our website. Additional service pricing quotes can be made upon request. Any notice of price or fee changes will be posted on MIDWEST DETECT website. MIDWEST DETECT invoices member accounts on the 1st of each month. All Client payments must be received by MIDWEST DETECT within ten (10) days after the date of the invoice or MIDWEST DETECT may charge interest of 1.5% per month or \$10 on unpaid balances and/or suspend Client's privileges. A suspension of Client privileges releases MIDWEST DETECT from any obligation to perform any further services until satisfactory arrangements have been made.

Client Verification

Date: _____

Please complete this Client Verification Form so that we may properly set up your account.

Company Name: _____

DBA: _____

Corporation Partnership Sole Proprietorship Limited Liability Company

Federal Tax ID# (SSN if Sole Proprietor) _____

State where organization papers are filed (if applicable) _____

Years in Business: _____ Nature of business: _____

Purpose for which consumer reports will be requested: _____

Billing Address: _____

City: _____ State: _____

Zip: _____

Physical Address: _____

City: _____ State: _____

Zip: _____

Tel: _____ Fax: _____

Website Address: _____

Main user contacts:

Name/Title: _____ Tel and Ext: _____

Email: _____

Name/Title: _____ Tel and Ext: _____

Email: _____

Signature: _____ Date: _____