



## Consumer Report User Agreement – Amended March 14, 2013

This agreement by and between Associated Services Employment Check (ASEC), a division of Associated Background Check, Inc., and the company named below (“User”) and/or its designated agent(s), consists of the following understandings and conditions:

### User certifies and agrees to:

1. Use the services of and the reports received from ASEC in strict compliance with all provisions of the Fair Credit Reporting Act (FCRA), Public Law 91-508 and the Americans with Disabilities Act (ADA 1990), and all other applicable federal and state laws and regulations including federal and state equal opportunity laws and regulations.
2. End User has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. 1681 et seq) including, without limitation, all amendments thereto (FCRA). The End User certifies its permissible purpose as: “in accordance with the written instructions of the consumer.”
3. Use the information provided by ASEC for the user’s exclusive one-time use only, and agrees to hold the report in strict confidence and not disclose it to any third parties that are not involved in the employment decision (except to disclose said information to the subject of the report) in accordance with applicable laws. End user shall request a Consumer Report for Employment purposes pursuant to procedures prescribed by ASEC from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.
4. Make a clear and conspicuous disclosure to the applicant or employee, in writing and in a separate document, that a consumer report may be obtained for employment purposes.
5. Make a clear and accurate disclosure to the applicant or employee if an investigative consumer report (reference check) will be obtained, including a statement informing the subject of the report that additional information is available if requested.
6. Obtain FCRA compliant written authorization from the applicant or employee for any consumer report prior to requesting any report.
7. Provide proper notice to the applicant or employee. BEFORE adverse action is taken, a Pre-Adverse Action Disclosure must be made in writing. Included will be a copy of the consumer report and *Summary of Rights*. AFTER action is taken, an Adverse Action Notice will be given to the applicant/employee.
8. Ensure that reports will be requested only by User’s designated representatives and forbid employees from obtaining records on themselves, associates or any other person except in the exercise of their official duties.
9. Recognize that information is obtained and managed by fallible sources, and that for the fee charged, ASEC cannot guarantee or ensure the accuracy or the depth of information provided.
10. Assume responsibility for the final verification of the applicant’s identity.
11. Ensure that all reports provided by ASEC will be properly disposed of in line with the FTC June 1, 2005 ruling. (FTC Web site [www.ftc.gov](http://www.ftc.gov)). End user will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry in a secure area.
12. Base Employment decisions or any actions on the User’s lawful policies and procedures and recognize that ASEC employees are not allowed to render any legal opinions regarding information contained in a consumer report.
13. Pay for services via major credit card or debit card (Visa, Mastercard, Amex accepted) or pay

*Associated Services Employment Check (Division of Associated Background Check, Inc.)*

S. L. #A-10144

2600 Gessner #259, Houston, Texas 77080

Phone (713) 461-7381 Toll-Free 1-800-290-1826 Fax (713) 895-8432

Visit Our Web Site: [www.assocserve.com](http://www.assocserve.com) / [backgroundcheck@assocserve.com](mailto:backgroundcheck@assocserve.com)

based on a monthly statement system. Terms are NET 15 days. Accounts in arrears will assume a finance charge of 2% per month or the highest lawful rate, whichever is less. If an account goes to collection, User agrees to pay all expenses, including reasonable legal fees.

14. Recognize that in order to remain in compliance with laws and regulations governing consumer reporting agencies, ASEC may make modifications to this agreement from time to time. These modifications may be mailed to the User and the User's use of ASEC's services after the date specified in the communication will be construed as your agreement and implied consent to these modifications.

3. Re-verify at no cost any disputed report when either the User or the subject makes a request in accordance with applicable law. ASEC's response shall be made in writing and delivered in a timely manner.
4. Maintain consumer report information and transaction details for a minimum of two years. During an inquiry, the subject of the report has the right to learn the name of the User ordering the information and has the right to receive a copy of the report ordered by the User when a lawful request is made to ASEC.
5. Provide all information to the consumer as required by the Fair Credit Reporting Act.
6. Maintain confidentiality of its data acquisition and verification methodology.
7. ASEC may, at its sole discretion, terminate services to any User and cancel this agreement.

**ASEC certifies and agrees to:**

1. Comply with all applicable federal and state laws in the preparation and transmission of reports, and as defined in 15 USC-1681 et seq, regulated by the Federal Trade Commission and Consumer Financial Protection Bureau.
2. Follow reasonable quality assurance procedures to assure maximum possible accuracy of information

**I certify that I have read the terms for this Consumer Report User Agreement; I have direct knowledge of the facts certified and I agree to the terms as written.**

*(User Authorized Signature)*

*(Title)*

*(Date)*

*(Print Name of User Authorized Signer)*

*(Company Name)*

*(Nature of Business)*

*(Physical Street Address)*

*(City)*

*(State)*

*(Zip Code)*

*(ASEC Authorized Signature)*

*(Title)*

*(Date)*