# CLIENT APPLICATION Acct #

**Please Print or Type. All Fields Required: Attach Separate Page(s) if Necessary**

| | | |
|---|---|---|
| ***Company Name (include DBA's if applicable)*** | | |
| ***Physical Address*** | | |
| ***Mailing Address (if differs from above)*** | | |
| ***Nature of Business*** | | ***Web Site Address:*** |
| ***Type of Business (corporation, sole prop., partnership, etc.)*** | | |
| | *If sole proprietor or partnership, please provide owners' names, home addresses & last 4 SS #:* | |
| ***Tax ID #*** | | ****Tax Exempt Yes / No:*** |
| ***Specific Purpose for Reports*** | | |
| ***How did you hear about us?*** | | |

***If yes**, please attach copy of your tax exempt certificate

## Authorized Contacts for Your Account

| ***Name & Title*** | ***Phone*** | ***E-Mail*** |
|---|---|---|
| | | |
| | | |
| | | |

## Who will place orders and receive background reports?

| Contact Name | E-Mail Address |
|---|---|
| | |
| | |
| | |

**The default is that whoever orders the report, gets E-mailed the report, but we can also E-Mail to multiple recipients*

## Who should receive the invoices?

| Contact Name | E-Mail Address |
|---|---|
| | |
| | |
| | |

**We can E-Mail invoices to multiple recipients*

*****WE ACCEPT VISA, MASTERCARD, DISCOVER, AND AMERICAN EXPRESS*****
***A credit card authorization form is included in this packet***

**Check here if you signed up online and already set up a credit card payment method ☐

If your business or organization requires monthly billing instead of credit or debit card payment, please complete the following Credit Reference and Banking section below for approval. *(Otherwise, if you are paying by credit or debit card, you may leave this section blank & proceed to the next page)*:

## Business, Banking and/or Credit References (2 Required)

| **1. Creditor/Vendor** | |
|---|---|
| Contact | |
| Address | |
| Phone Number | |
| Account Number | |
| **2. Creditor/Vendor** | |
| Contact | |
| Address | |
| Phone Number | |
| Account Number | |

By signing this application, we understand that background checks and pre-employment screening reports provided by Associated Background Check, Inc. (ASEC) are consumer reports under the Fair Credit Reporting Act. We have been provided with a copy of "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" and agree to abide by all terms and conditions, as well as all other state and federal laws. We intend to use your services for "employment" purposes only, including (but not limited to) hiring, promotion, reassignment, and retention of employees, contractors or volunteers.

| | |
|---|---|
| *Authorized Signature* | |
| *Print or Type Name* | |
| *Title* | |
| *Company Name* | |
| *Today's Date* | |

| For ASEC Office Use Only: | |
|---|---|
| Date Received | |
| Account Number | |
| Assigned To | |

# Adverse Action Responsibilities

Adverse Action based in whole or part from information specifically contained in a Consumer Report must follow the procedures outlined by the Fair Credit Reporting Act (FCRA) to maintain compliance. Failure to comply may expose your company to potential civil and punitive damages.
*Please note: **All** reports provided by ASEC are "consumer reports" under the FCRA*

**STEP 1**: BEFORE you take any Adverse Action, you must give the individual a *Pre*-Adverse Action Disclosure that includes a copy of the individual's consumer report and a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act." (They should be given 5 days to dispute the information in their report prior to taking Adverse Action.)

**STEP 2**: AFTER you have taken an Adverse Action (made a final decision that negatively affects the consumer), you must give the individual notice that the action has been taken in an Adverse Action Notice. It must include the following:

- The name, address and telephone number of the Consumer Reporting Agency (CRA) that supplied the report (i.e. Associated Services Employment Check)
- A statement that the CRA that supplied the report did not make the decision to take the Adverse Action and cannot give specific reasons for it
- A notice of the individual's right to dispute the accuracy or completeness of any information the agency furnished, and his or her right to an additional free consumer report from the agency upon written request within 60 days.

*Please note: We can provide you with sample Pre-adverse and Adverse action notices.*

## I have read and understand our responsibilities for Adverse Action notification:

| | | |
|---|---|---|
| *Company Name* | | |
| *Authorized Contact Name & Title* | | |
| *Authorized Contact Signature* | | |
| | | *Today's Date* |

# **Consumer Report User Agreement** – *Amended January 3, 2020*

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 (a Consumer Reporting Agency and Reseller under the FCRA) 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. User will hold ASEC, Equifax, TALX, TransUnion, or agents thereof harmless on account of any expense or damage arising or resulting from the publishing or disclosure of information in the consumer report by the user, its employees or agents contrary to the above conditions or applicable laws.
9. Recognize that information is obtained and managed by fallible sources, and that ASEC cannot guarantee or ensure the accuracy or completeness of information provided, or assume responsibility for the final verification of the applicant's identity.
10. 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). 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.
11. 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. Pay for services via major credit card or debit card (Visa, Mastercard, Amex accepted) or pay 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.

12. 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.
13. The FCRA provides that any person who knowingly and willfully obtains information on a consumer from a CRA under false pretenses shall be fined under Title 18 of the U.S. Code or imprisoned not more than 2 years or both.

***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. Follow reasonable quality assurance procedures to assure maximum possible accuracy of information
2. 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.
3. 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.
4. Provide all information to the consumer as required by the Fair Credit Reporting Act.
5. Maintain confidentiality of its data acquisition and verification methodology.
6. ASEC may, at its sole discretion, terminate services to any User and cancel this agreement.

| **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)* | |

# Credit Card Payment Authorization Form

*Instructions: To pay by credit card, please complete the following (Print or Type)*

***CLIENT INFORMATION***

Company Name**: _____

Company Street Address: _____

Company City/State/Zip: _____

Accounts Payable Contact Name & Phone #:_____

***CREDIT CARD HOLDER INFORMATION***

We accept the following credit cards (or debit card) – Please select one:

_____Visa / _____ MasterCard / _____ American Express / _____ Discover

Credit card number: _____ Expiration date :_____/_____( mm/yy )

Security Code on Card:_____ (Required)

Exact name as it appears on the credit card: _____

Billing Street Address: _____

Billing City/State: _____Billing Zip Code: _____

Phone number on account: _____

I authorize Associated Services Employment Check to automatically charge the above credit card for our background reports (Choose One):

_____ Every time we place an order (upon completion of each background check)

_____ Monthly for all completed background checks

**CARDHOLDER SIGNATURE: _____DATE: _____**

***If a credit card payment is declined or otherwise cannot be processed and resolved, the above client/company will be responsible for payment of the invoice immediately upon notification.*

***Associated Services Employment Check (Division of Associated Background Check, Inc.)***
P. O. Box 800169, Houston, Texas 77280 / License A10144
Phone (713) 461-7381 Toll-Free 1-800-290-1826 Fax (713) 895-8432
Visit Our Web Site: www.assocserve.com / backgroundcheck@assocserve.com