



CREATIVE SERVICES, INC.
USER CERTIFICATION AND MASTER SERVICE AGREEMENT

General

Creative Services, Inc. (“CSI”) strives to deliver accurate and timely information products, which are described and included hereinafter as **Appendix A – Statement of Work**, to assist _____ (hereinafter “End-User”) in making intelligent and informed decisions for a permissible purpose under applicable law. End-User certifies that CSI has provided education and information on the various products available and End-User has selected the particular screening program described in Appendix A – Statement of Work based on business needs and risk tolerance. To this end, CSI assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. Please understand that these information sources and resources are not maintained by CSI. Therefore, CSI cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, CSI has in place procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

CSI Privacy Policy

CSI considers privacy and information security among its highest priorities and has established physical, electronic and procedural safeguards to protect sensitive information in compliance with state, federal and international laws including General Data Protection Regulation (GDPR) and/or European Union laws regarding background screening and privacy. The complete text of CSI’s Privacy Policy may be obtained in writing by request to Creative Services, Inc., 64 Pratt Street, Mansfield, Massachusetts 02048, (800) 536-0093 / (508) 339-5451 or can be viewed on CSI’s website at <http://www.creativeservices.com/resource-center/privacy-policy>.

End-User’s Certification of Permissible Purpose(s)

End-User hereby certifies that all of its orders for information products from CSI shall be made, and the resulting reports shall be used, for the following state law and/or Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 *et seq.*, permissible purpose only:

- Section 604(a)(3)(B). For employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.

End-User’s Certification of Legal Compliance

End-User certifies to CSI that the information products it receives including “consumer report” and/or “investigative consumer report” (hereinafter “consumer report”), will not be used in violation of any applicable local, state, federal or international laws, rules, codes or regulations as amended. End-User shall provide accurate identifying information for the applicant/consumer to CSI and only for a permissible purpose. End-User accepts full responsibility for using the information products it receives from CSI in a legally acceptable fashion and the consequences of use and/or dissemination of those products. End-User further agrees to put into place reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End-User certifies that it has in place reasonable procedures designed to comply with all applicable local, state, federal and international laws. End-User understands that unauthorized access to consumer reports may result in civil and criminal liability under the FCRA punishable by fines and imprisonment. End-User also certifies that it will retain any information it receives from CSI for a period of five (5) years from the date the report was received. End-User certifies that it will retain all documents used as proof of a permissible purpose for not less than five (5) years after the request for data and shall provide those documents to CSI annually at CSI’s request during the life of the Agreement. **End-User agrees that all certifications and agreements herein are of a continuing nature and are intended to apply to each consumer and/or investigative consumer report ordered from CSI.**

End-User agrees to use commercially reasonable efforts to protect the security and dissemination of consumer report information including, for example, restricting terminal or other device access, utilizing strong passwords to restrict access to terminal or other devices, and securing access to, and safeguarding the dissemination and destruction of, electronic and hard copy reports. End-User agrees to abide by Federal Trade Commission (FTC), FCRA, Driver Privacy Protection Act (“DPPA”, at 18 U.S.C. § 2721 *et seq.*) and any applicable state retention and destruction laws or practices including but not limited to the following **Access Security Requirements**.

1. End-User certifies it has reasonable procedures in place to protect its account number, login and password information so that only key personnel employed by End-User’s company know this sensitive information, including not posting this information anywhere in the facility. End-User agrees to change account passwords or

deactivate login information immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties.

2. End-User agrees that system access software, whether developed by End-User or purchased from a third party vendor, will have End-User's account number and password "hidden" or embedded and be known only by supervisory personnel. End-User will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, End-User will change its password immediately.
3. End-User agrees it will not discuss its account number, login or password by telephone with any unknown caller, even if the caller claims to be an employee of CSI.
4. End-User will restrict the ability to obtain consumer report information to only key personnel with permissible purpose and a legitimate business need to know.
5. End-User agrees to place all terminal or other devices used to obtain consumer report information in a secure location within its facility so that unauthorized persons cannot access them.
6. End-User agrees it will lock all devices or systems used to obtain consumer information when not in use.
7. End-User agrees it will restrict hard copies of consumer report information in a restricted, locked area limiting access to only key personnel with permissible purpose and a legitimate business need to know.
8. End-User agrees to destroy consumer reports and information in accordance with FTC and DPPA destruction practices including but not limited to burning, pulverizing, or shredding papers containing consumer report information so that the information cannot be read or reconstructed; destroying or erasing electronic files or media containing consumer report information so that the information cannot be read or reconstructed; conducting due diligence and hire a document destruction contractor to dispose of material specifically identified as consumer report information.

Notification in Event of Breach of Misuse of Information

End-User will promptly notify CSI of any inadvertent or unauthorized release of any personal information contained in any of the information products or consumer report(s) provided by CSI under this Agreement. End-User also agrees to adhere to any applicable local, state, federal, or international laws regarding personal information data breaches, as applicable.

End-User Credentialing

Before End-User will be allowed to access consumer report information, CSI requires that End-Users complete an End-User Screening Application, User Statement of Confidentiality and Compliance as well as provide one (1) of the following (if End-User is not publicly traded):

- Business license status from a government web site (please include entire web page print out);
- Business license, copy or documented verification;
- Documented corporation verification with state or federal government;
- Copy of Articles of Incorporation with proof of filing;
- State and/or federal tax records originating from the state or federal government;
- FDIC Certification; or
- 501(c)(3) certificate for non-profit originations.

If your company is publicly traded, the following items are acceptable methods for verifying that the End-user is a bona fide entity:

- Documentation of ticker symbol information from trading website;
- Certified copy of audited annual or quarterly statements submitted to the SEC.

Information Products are Used for Employment Purposes Only

The information products End-User obtains from CSI are to be used for employment purposes only. End-User certifies that all requests will be made pursuant to procedures prescribed by CSI and only in connection with considering the consumer inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose. End-User also certifies that prior to obtaining or causing a consumer report to be obtained, a clear and conspicuous disclosure, in a document consisting *solely of the disclosure*, will be made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. This disclosure must satisfy all requirements identified in Section 606(a)(1) of the FCRA, as well as any applicable state or local and/or applicable international laws. The consumer will have authorized, in writing, the obtaining of the report by End-User. All information obtained from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation and any applicable international law.

If the consumer is denied employment, or other adverse employment action is taken based in whole or in part on the consumer report information provided by CSI, End-User will provide to the consumer all documents required by federal and state law, and any applicable international law, which may include, but is not limited to, the following: (1) a copy of the

consumer report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act. End-User hereby acknowledges that it has received a copy of the **Summary of Rights (16 C.F.R. Part 601, Appendix B)** and **Notice to Users of Consumer Reports (16 C.F.R. Part 601, Appendix C)**. These documents are available at <http://www.creativeservices.com/resource-center/employer-notices-proscribed-by-the-cfpb>.

At End-User's option and request, and subject to the terms of CSI's FCRA Administration Program described herein, End-User may choose to participate in the FCRA Administrative Program. End-User acknowledges that at all times complying with the adverse action requirements under the FCRA are solely the responsibility of End-User, regardless of its participation in the FCRA Administrative Program.

Investigative Consumer Reports

In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, End-User will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) CSI's contact information, including complete address and toll-free telephone number. This information will be provided no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

International Record Searches

End-User understands that international record searches will be conducted through a variety of methods including but not limited to government agencies, databases, courts and other sources, services of a third-party or the use of independent contractors depending on the country and information available. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported, CSI cannot be either an insurer or a guarantor of the accuracy of the information reported. End-user therefore releases CSI and its affiliated companies, officers, agents, employees, vendors, third parties and independent contractors from any liability whatsoever in connection with erroneous information received as a result of an international background screening report. Turnaround time and pricing for international searches vary and is subject to change without notice. Refer to the International Price List for international pricing.

Additional Requirements for California End-Users Pursuant to California Civil Code

In compliance with Section 1785.14(a) of the California Civil Code, End-User hereby certifies to CSI that End-User IS NOT a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale"). End-User agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, End-User shall provide written notice of such to CSI prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, under California Civil Code 1785.14.

Vermont Fair Credit Reporting Contract Certification

The undersigned End-User acknowledges that it subscribes to receive various information services from CSI in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with End-User's continued use of CSI information services in relation to Vermont consumers, End-User hereby certifies as follows:

Vermont Certification. End-User certifies that it will comply with applicable provisions under Vermont law. In particular, End-User certifies that it will order Employment Information relating to Vermont residents, that are credit reports as defined by the VFCRA, only after End-User has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. End-User further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reporting Statute was received from CSI.

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

- (a) A person shall not obtain the credit report of a consumer unless:
 - (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
 - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
 - (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the

- account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
- (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Consumer Financial Protection Bureau.

VERMONT RULES *** CURRENT THROUGH JUNE 1999 ***
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

Social Media Searches

End-User understands that social media searches will be conducted through the services of third-party independent contractors and the content provided by CSI to End-User will be derived from publicly-available information sourced from the Internet and/or various social media websites. As such, End-User understands that CSI obtains the information reported in its consumer reports from various third party sources "AS IS", and therefore is providing the information to End-User "AS IS". Because of the dynamic nature of social media, CSI cannot be either an insurer or a guarantor of the accuracy of the information reported. End-User therefore releases CSI and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of a social media search.

Requirements for Moving Violation Reports (MVRs) and Driving Records

End-User hereby certifies that Moving Violation Reports and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 *et seq.*) and any related state and applicable international law as amended. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to CSI in the form of the consumer's signed release authorization form, a copy of which must be maintained by the End-User for a minimum of five (5) years and be available upon reasonable request. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. End-User shall not transmit any data contained in the resulting MVR via the public internet, unencrypted email or any other unsecured means. End-User certifies and understands that MVR reports are subject to all terms and conditions in End-User Customer of Reseller Terms and Conditions attached hereto.

General Provisions

End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the consumer report or consumer information products addressed herein or in Appendix A – Statement of Work, except as required by law. End-User may not assign or transfer this Agreement without the written consent of CSI. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, Massachusetts law shall guide the interpretation of this Agreement, if such interpretation is required. Any suit to enforce any provision of this Agreement, or arising out of or based upon this Agreement, shall be brought exclusively in the state courts of the State of Massachusetts and the federal courts of the United States, located in Boston, Massachusetts. Each party hereby agrees that such courts shall have *in personam* jurisdiction and venue with respect to such party, and each party hereby submits to the *in personam* jurisdiction and venue of such courts and waives any objection based on inconvenient forum. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below.

If to CSI:

Creative Services, Inc., 64 Pratt Street, Mansfield, MA 02048

If to End-User:

To the address listed on the Execution page of this Agreement.

This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End-User and an officer of CSI. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

If End-User is permitted to request consumer reports for employment purposes via CSI's website then, in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to ensure that its personnel are not able to use End-User's Internet access to obtain reports for improper, illegal or unauthorized purposes.

End-User agrees to allow CSI to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by CSI may result in immediate suspension and/or termination of the account, legal action and/or referral to federal, state or international regulatory agencies.

Consumer Compliance Letters

CSI will administer consumer letters to applicants in accordance with individual state law(s). At End-User's option, End-User may administer End-User's consumer letters to applicants by notifying CSI in writing.

FCRA Administration Programs

At End-User's option, End-User may elect to have CSI administer pre-adverse and adverse action notices to consumers on End-User's behalf.

Enrollment Requirements:

1. End-User must provide an electronic copy of their logo to include in notices
2. Massachusetts employers must provide a copy of their background check policy
3. Select Program Tier as defined below under FCRA Administration Program Tier Descriptions:

Tier 1: **\$20.00** (Adverse notice issued after five business days)

Tier 2: **\$40.00** (CSI will contact End-User prior to Adverse notice)

(Note: No selection will default to Tier 2 Program.)

End-User Notification Requirements:

1. End-User logs into CSI's online screening portal and clicks on the consumer's report
2. End-User selects "Add to This Order or Order Pre-Adverse/Adverse Action"
Note: For Massachusetts criminal records or Massachusetts Applicants or Employees, you must identify if the information in the subject's CORI or criminal history information is the basis for the potential adverse action.

Tier 1 FCRA Administration Program (\$20.00 for pre and adverse action per consumer):

Pre-Adverse Action

CSI sends consumer:

- Pre-adverse action notice, copy of consumer report, FCRA Summary of Rights and state specific summary of rights/notices/policies (if applicable)
- CSI attaches the pre-adverse action notice to the consumer report in the CSI screening portal.

Adverse Action

If applicant does **not** dispute information in the consumer report within five (5) business days (unless otherwise required by law), CSI sends consumer with a copy to End-User:

- Adverse action notice, copy of consumer report, FCRA Summary of Rights and state specific summary of rights/notices/policies (if applicable)

Tier 2 FCRA Administration Program (\$40.00 for pre and adverse action per request):

Pre-Adverse Action

CSI sends consumer:

- Pre-adverse action notice, copy of consumer report, FCRA Summary of Rights and state specific summary of rights/notices/policies (if applicable)

- CSI attaches the pre-adverse action notice to the consumer report in the CSI screening portal.

Adverse Action

If applicant does **not** dispute information in the consumer report within five (5) business days (unless otherwise required by law), CSI contacts End-User prior to sending adverse action notice to consumer.

As directed by End-User, CSI sends consumer:

- Adverse action notice, copy of consumer report, FCRA Summary of Rights and state specific summary of rights/notices/policies (if applicable)
- CSI attaches the adverse action notice to the consumer report in the CSI screening portal.

Dispute/Reinvestigation:

If applicant disputes information in the consumer report, CSI's Compliance Department will notify End-User of dispute, process reinvestigation, and deliver results of any reinvestigation to End-User and consumer.

After reviewing reinvestigation results, End-User must notify CSI if End-User would like to take adverse action and to request distribution of adverse action notice.

Employment Verifications

CSI will attempt to verify the applicant's current or prior employment at the time of the background investigation unless the applicant expressly indicates that he or she does not want his or her employer contacted. When consent from the applicant is received, it is End-User's responsibility thereafter to contact CSI to request the verification. In such situations, End-User certifies it will obtain updated release and/or consent from the applicant.

When contact is made with a prior employer, at a minimum, CSI will attempt to verify the applicant's/consumer's prior dates of employment, title, reason for leaving, and eligibility for rehire. Additional queries may be made as directed by the End-User.

Employment/Military/Education/Licensing Verifications

CSI will make a minimum of five (5) attempts, if necessary, per verification. If information is not verified after five (5) attempts, a notation will be provided in the report. An attempt includes but is not limited to an automated verification system, voicemail, fax, and/or email per day over the course of five (5) or more days (unless otherwise directed by the End-User).

Income Express Verification Service (IVES)

If End-User uses IVES service, End-User certifies that they have policies and procedures in place to validate the identities of all individuals authorized to submit and retrieve IRS transcripts on behalf of End-User and will be completed prior to submitting IVES requests.

Consent Based Social Security Number Verification ("CBSV")

If End-User uses CBSV service:

- End-User agrees it will obtain CBSV information solely for the purpose stated in the SSA individual Consent Form associated with the request, and shall make no further use or re-disclosure of the verification; and
- End-User certifies that: (i) he or she will submit requests to SSA only when he or she has information, knowledge, or a reasonable belief that the requests are supported by the requisite consent forms, and (ii) any request submitted to SSA without the requisite consent form is subject to legal penalties; and
- Section 1140 of the Social Security Act authorizes SSA to impose civil monetary penalties on any person who uses the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement, solicitation or other communication, "in a manner which such person knows or should know would convey, or in a manner which reasonably could be interpreted or construed as conveying, the false impression that such item is approved, endorsed, or authorized by the Social Security Administration" 42 U.S.C. § 1320b-10(a); and
- CSI, and End-Users, are specifically prohibited from using the words "Social Security" or other CBSV program-related words, acronyms, emblems and symbols in connection with an advertisement for "identity verification"; and
- End-User understands that information obtained from records maintained by SSA is protected by Federal statutes and regulations, including 5 U.S.C. § 552a(i)(3) of the Privacy Act. Under this section, any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses will be guilty of a misdemeanor and fined not more than \$5,000. Moreover, exceeding the scope of the consent as specified in the signed Consent Form violates state or Federal law and subjects the End-User to civil and criminal liability; and
- CSI, and End-Users, are specifically prohibited from advertising that SSN verification provides or serves as identity verification; and
- SSA has the right of access to all books and records of CSI, or any End-User using CBSV, associated with the CBSV program at any time; and

- End-User Understands that SSA's verification of an SSN does not provide proof or confirmation of identity. CBSV is designed to provide you with only a "yes" or "no" verification of whether the SSN verified with SSA's records. If our records show that the SSN holder is deceased, CBSV returns a death indicator. CBSV verifications do not verify an individual's identity. CBSV does not verify employment eligibility, nor does it interface with the Department of Homeland Security's (DHS) verification system, and it will not satisfy DHS's I-9 requirements.
- CSI must use the verified SSN only for the purpose(s) specified by the End-User. Exceeding the scope of the consent as specified in the signed Consent Form violates state or Federal law and subjects CSI to civil and criminal liability. SSA recognizes that CSI may seek verification of the Client's (consumer's) SSN on behalf of an End-User pursuant to the terms of the Client's Consent Form. In this case, CSI shall ensure that the End-User agrees in writing to use the verification only for the purpose stated in the Consent Form, and make no further use or re-disclosure of the verified SSN;
- Protection of Personal Information:

PII is any information about an individual maintained by an entity, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, SSN, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

 1. End-User shall establish, maintain, and follow its own policy and procedures to protect PII, including policies and procedures for reporting lost or compromised, or potentially lost or compromised, PII. The End-User shall inform its authorized users which handle PII of their individual responsibility to safeguard such information.

In addition, the End-User shall, within reason, take appropriate and necessary action to: (1) educate their authorized users on the proper procedures designed to protect PII; and (2) enforce their compliance with the policy and procedures prescribed.

End-User shall properly safeguard PII from loss, theft, or inadvertent disclosure. Each authorized user is responsible for safeguarding this information at all times, regardless of whether or not the user is at his or her regular duty station.
 2. Reporting Lost, Compromised or Potentially Compromised PII
 - a.) When the End-User becomes aware or suspects that PII has been lost, compromised, or potentially compromised the End-User, in accordance with its incident reporting process, shall provide immediate notification of the incident to CSI who will notify the primary SSA contact.
 - b.) The End-User shall provide complete and accurate information about the details of the possible PII loss to assist the SSA contact/alternate, including the following information:
 1. Contact information;
 2. A description of the loss, compromise, or potential compromise (i.e., nature of loss, compromise, potential compromise, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location of the loss;
 3. A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.);
 4. Name of CSI employee contacted;
 5. Whether the End-User or the authorized user has contacted or been contacted by any external organizations (i.e., other agencies, law enforcement, press, etc.);
 6. Whether the Requesting Party or the Authorized User has filed any other reports (i.e., Federal Protective Service, local police, and SSA reports); and
 7. Any other pertinent information
 - If End-User chooses to retain CBSV Consent Forms in paper format, the End-User must store the Consent Form in a locked, fireproof and waterproof storage receptacle. The End-User shall restrict access to all confidential information to the minimum number of employees and officials who need it to perform the process associated with the Agreement. The stored data must not be reused.
 - If End-User chooses to retain CBSV Consent Forms electronically or store them on removable electronic media (such as CDs), the End-User must: (1) password protect any electronic files used for storage; (2) restrict access to the files to Authorized Users; and (3) put in place and follow adequate disaster recovery procedures. When using either of the electronic storage means, End-User agrees to destroy original paper Consent Forms. SSA may make onsite inspections of End-User's site, including systems review, to ensure that the End-User has taken the above required precautions to protect the Consent Forms and the information contained therein and to assess overall system security.

Criminal Reporting Guidelines

CSI's criminal reporting guidelines generally are as follows:

- Unlimited Felony Convictions*
- Five-Year Misdemeanor Convictions*
- Pending Criminal Cases
- Deferred Adjudication Cases^
- Active Warrants

**Exceptions to CSI's reporting guidelines exist in some states that further restrict the reporting of criminal information.*

^ Deferred adjudication cases are reported when the adjudication on the case is pending a future court date or as allowable by law.

Fees and Payment

End-User agrees to pay consideration, nonrefundable fees and other charges for CSI's information products it receives including consumer reports as defined in Appendix A – Statement of Work. No refunds will be provided after a consumer report is completed. At CSI's option, payments not received thirty (30) days after the date of the invoice may cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with CSI's Accounts Receivable Department. Accounts with invoices unpaid thirty (30) days or more will be assessed an interest charge of 1½ % per month (18% per annum). If the account goes to collection, End-User agrees to pay all collection expenses, including attorneys' fees and court costs. End-User agrees that prices for services are subject to change without notice, although CSI will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by CSI.

Warranties and Remedies

End-User understands that CSI obtains the information reported in its information products from various third party sources. CSI makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, except to the extent CSI complies with the Fair Credit Reporting Act Section 607(b) [15 U.S.C. § 1681e] and Section 613(a)(2) [15 U.S.C. § 1681k], makes no representation or warranty that the information products will meet End-User's needs, or will be provided on an uninterrupted basis; CSI expressly disclaims any and all such representations and warranties. CSI will not be liable for any indirect, incidental, consequential, or special damages for loss of profits, whether incurred as a result of negligence or otherwise, even if CSI has been advised of the possibility of such damages.

CSI nevertheless agrees to be responsible for actual damages to the extent of and maximum stated herein for third party claims directly resulting from CSI's sole negligence in assembling the consumer report. CSI's maximum aggregate liability for damages in this regard shall not exceed an amount equal to the price paid by End-User to CSI for the consumer report at issue. CSI does not guarantee End-User's compliance with all applicable laws in its use of reported information, and makes no effort to provide compliance related services in connection with its furnishing of reports. End-User understands that any sample notices or forms or conversation or communication with CSI's representatives regarding sample notices or forms or searches, verifications or other services offered by CSI are not to be considered a legal opinion regarding such use. End-User agrees that CSI is not acting as End-User's counsel and cannot provide legal advice to End-User. End-User agrees that it will consult with its own legal or other counsel regarding employment screening specific to End-User's needs, including but not limited to policies, procedures, adverse action, disclosures, forms, notices and other responsibilities related to the procurement or use of consumer reporting agency-provided information in compliance with applicable federal, state, local and international laws. End-User certifies that it has reviewed all electronic procedures, disclosures, forms, notices and other End-User responsibilities related to the procurement or use of consumer reporting agency-provided information and has or will make any edits, changes or modifications, if any, recommended by counsel or otherwise, in complying with applicable federal, state, local and international laws prior to procuring any consumer reports.

Indemnification

End-User agrees to indemnify, defend and hold harmless, CSI and its officers, directors, agents, employees, vendors, credit bureaus, successors and assigns from and against any claims, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), fines, fees, penalties, losses, or liabilities, asserted against CSI arising out of End-Users negligence, willful misconduct or negligent performance of, or negligent failure to perform any of duties or obligations under this Agreement including, but not limited to, content, compliance, method of delivery or effectiveness of any notices, adverse or pre-adverse action notice, claims for loss or damage to any property, or for death or injury to any person or persons.

Confidential Information

Except as otherwise permitted under this Agreement or to provide services pursuant to this Agreement, End-User may not disclose to any third party or make use of any CSI, or CSI vendor or business partner, Confidential Information during the term of this Agreement or at any time thereafter. For purposes of this Agreement, "Confidential Information" means non-public information including, but not limited to, information related to the business, technical, strategic, financial, legal, personnel, operations, income, expenses, contractual arrangements, planning, negotiations, and marketing strategies of CSI and its vendors and business partners. It shall not, however, include any information that is in the public domain, other than by reason of breach of this Agreement. End-User agrees to protect Confidential Information from disclosure to third parties using the same degree of care as that End-User uses to protect its own confidential or proprietary material of like importance, but in no event less than a reasonable degree of care. This section shall survive termination or expiration of this Agreement.

Term and Termination

The term of this Agreement shall begin on the date it is executed by End-User and shall be in effect for three (3) years and renewed automatically for one (1) year each year on its anniversary date, if no written notice is received by either party within forty-five (45) days prior to end of term. CSI may terminate or revise the provisions of this Agreement immediately upon written notice if End-User is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if End-User undergoes a change in ownership. Termination of this Agreement by either party does not release End-User from its obligation to pay for services rendered.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to perform any provision, term or condition of this Agreement the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have fifteen (15) days from the receipt of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

During the term of this Agreement, CSI will be the exclusive provider to the End-User of employment screening, except for services not provided herein.

Force Majeure

End-User agrees that CSI is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent CSI from meeting its obligations under this Agreement.

Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by facsimile or electronically is binding as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so and have direct knowledge of all facts certified.

I am submitting the following document as part of the credentialing requirements:

- Business License
- Corporate Verification
- FDIC Certification
- 501(c)(3) Certificate
- Ticker Symbol: _____
- State/Federal Tax Records

End-User (Company Name): _____

Address: _____

City, State, Zip: _____

Signature: _____

Printed Name: _____

Title: _____

Email: _____

Phone: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Printed Name: _____

Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Return the following documents for account activation:

- Credentialing Documentation (from above)
- User Certification and Service Agreement (all pages)
- End-User Screening Application – Appendix D

Fax: 508-339-2352

Email: Clientsuccess@creativeservices.com

Mail: Creative Services, Inc., 64 Pratt Street, Mansfield, MA 02048