

## USER AGREEMENT

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**MCSS, Ltd. Background Investigation Services, 1495 Ridgeview Dr., Suite 120, Reno, NV 89519 (775) 827-2226 NV Lic 1311 CA Lic 25972**

This Agreement is made and entered into by and between ("MCSS, Ltd.") and the undersigned ("User"). This Agreement shall be effective at such time as MCSS, Ltd. has sent written notification, whether via facsimile, e-mail, or otherwise, to User indicating its acceptance of the terms and conditions of the Agreement.

**1. MCSS, Ltd.'s Services:** MCSS, Ltd. shall provide consumer reports and investigative consumer reports ("Consumer Reports") at User's request in connection with any permissible purpose authorized under state and federal law. Consumer Reports may include such information as employment history, consumer credit reports, motor vehicle records, education verifications, criminal and civil records and other background information. In the case of investigative consumer reports, MCSS, Ltd. shall also provide personal references collected and processed by MCSS, Ltd. through various channels of information.

**2. Use for Permissible Purposes Only:** User certifies that it has a permissible purpose for obtaining Consumer Reports as follows:

EMPLOYMENT SCREENING: Client is an employer and has a need for consumer information in connection with the evaluation of individuals for employment.

TENANT SCREENING: Client is a property management company and/or property owner and has a need for consumer information in connection with the evaluation of individuals as tenants.

OTHER: Please indicate (1) your company's business and (2) your intended use of Consumer Reports and related products and services from MCSS, Ltd:

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Client certifies that it will request Consumer Reports only for the permissible purpose certified above, and will use the reports obtained for no other purpose.

**3. MCSS, Ltd. as Agent of User:** User acknowledges and agrees that MCSS, Ltd. is an authorized agent of User for the purpose of investigating, researching, preparing and returning Consumer Reports ordered by User.

**4. Information Security:** User acknowledges and understands its obligation to maintain the confidentiality and integrity of any information and User identification numbers and passwords requested from or through MCSS, Ltd.

**5. Compliance with Applicable Laws:** User and MCSS, Ltd. shall comply in good faith with all applicable laws in the request, preparation, transmission, dissemination and use of Consumer Reports, including, but not limited to, the FCRA, Title VII of the Civil Rights Act of Employment Opportunity Commission ("EEOC") guidelines and regulations, and all other applicable laws and regulations relating to the use of consumer credit reports and consumer investigative reports.

**6. Disclosure:** User shall provide the subject of a consumer report with a clear and conspicuous disclosure, in writing, that the Consumer Report will be obtained and such disclosure shall be contained in a document containing only such disclosure. User shall provide the subject of the consumer report with any other disclosures as required by the FCRA and other applicable state and local laws for the type of report requested, including all disclosures which are required before requesting that MCSS, Ltd. prepares the Consumer Report, and before taking any adverse action based in whole or in part upon any information contained in the Report.

**7. Written Authorization:** User shall obtain from the subject on whom a Consumer Report is ordered a written authorization before the report is ordered as required by the FCRA and all other applicable State and local laws.

**8. Certification to MCSS, Ltd.:** Concurrent with making the request for a Report, User shall provide MCSS, Ltd. with certification that complies with section 604(b)(1) of FCRA (15 U.S.C. §1681b(b)(1)), and in the case of a Report that constitutes an investigative consumer report as defined by the FCRA, an additional certification in a form that complies with section 606(a)(2) of FCRA (15 U.S.C. §1681d(a)(2)) and all other certifications as may be required by applicable state and local laws.

**9. Basis for Decisions and Obligations after Adverse Decisions:** User shall base all decisions and actions affecting the subject of a Consumer Report on its own policies and procedures and acknowledges and agrees that MCSS, Ltd.'s employees are not allowed and will not render any opinions regarding the Consumer Report. Before taking any adverse action against a subject based in whole or in part on any information provided in the Consumer Report provided by MCSS, Ltd. per FCRA guidelines, User and/or MCSS, Ltd. is required provide the subject of a Consumer Report with a copy of their Consumer Report. User shall inform the subject of a Consumer Report that MCSS, Ltd. did not make the decision to take adverse action and cannot give specific reasons for the adverse action taken. User shall further provide a Summary of Rights under the FCRA to the subject of the Consumer Report.

**10. Confidentiality and Security of Information.** User acknowledges and understands its obligation to maintain the confidentiality and integrity of any information received by User. All information requested by User is for User's exclusive use and User shall take reasonable steps to ensure that all information provided by MCSS, Ltd. will be held in strict confidence, will be kept confidential and will not be disclosed to any third party not involved in the decision for which the information is sought. Any use of the Consumer Report provided by MCSS, Ltd., other than for the internal uses provided for in this contract is prohibited, including, but not limited to resale or other commercial use, misrepresentation, improper use of the information or access to the information by unauthorized personnel, whether intentionally or due to carelessness, and may subject User to criminal and/or civil liability under the Federal Credit Reporting Act ("FCRA") and other applicable Federal, State and local laws.

**11. Protection of Access Codes:** If User is issued an access code to be used for Internet access to MCSS, Ltd.'s services (the "Access Code"), User shall only publicize the Access Code to personnel on a need-to-know basis. Any log-on or password information provided to User in connection with the Access Code shall be provided only to an "Account Administrator" and specific individuals designated as "Authorized Users".

**12. Protection of Reports:** User shall securely store any hard copy of a Consumer Report and protect it against release and disclosure to unauthorized personnel or third parties. In furtherance of that obligation, User shall provide to MCSS, Ltd. the name of the person requesting the information for each Consumer Report request and, where applicable, shall provide the name of the individual who has been designated as the principal Account Administrator.

**13. California User Certification:** Please circle the appropriate box if a California business. User *(is) (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").

**13. Payment Requirements/Collection:** User Agrees to promptly pay for all services rendered hereunder in accordance with MCSS, Ltd.'s fee schedule. Pricing is subject to change at any time. User agrees to pay all applicable charges within thirty (30) days of receipt of the information or Consumer Report requested. All monetary obligations to MCSS, Ltd. for services rendered which are past due (30) thirty days or more may, at the election of MCSS, Ltd., bear interest at the rate of one and one-half percent (1½ %) per month.

**14. Limitation of Liability:** The Consumer Reports obtained by MCSS, Ltd. is derived from databases and records that have been created and maintained by various government agencies, private companies, and other contributors that are not under the control of MCSS, Ltd. Responsibility for the accuracy of the information contained in the Consumer Report and these databases and records rests solely in the contributor. The user waives any and all claim or claims against MCSS, Ltd. arising out of or related to the accuracy of the Consumer Report, databases and records.

**15. Term:** The term of this Agreement shall continue in force and effect without any fixed date of termination. Either party may terminate this Agreement for any reason by providing written notice to the other party subject to any and all obligations, responsibilities and liabilities incurred prior to termination.

Business Name: \_\_\_\_\_ Fed Tax ID#: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail \_\_\_\_\_

Name and e-mail of person(s) authorized to order background checks. Password and User ID information will be sent to names listed:

Name: \_\_\_\_\_ e-mail: \_\_\_\_\_

Name: \_\_\_\_\_ e-mail: \_\_\_\_\_

Name: \_\_\_\_\_ e-mail: \_\_\_\_\_

Do you intend to order Employment or Tenant Credit Reports?

Yes

No

If so, complete the attached, "End User Credit Report Agreement" and fax all pages to (775-827-0999) MCSS, Ltd.

### **Employment Credit Report Business Inspection**

Along with the "End User Credit Report Agreement", the Fair Credit Reporting Act (FCRA) regulations require our staff to conduct an on-site inspection of physical business locations of any businesses being provided Employment Credit Reports to verify the business location, purpose, and methods of protecting background report information. We will contact you to arrange this as soon as we receive your completed application.

**END USER CREDIT REPORT AGREEMENT**  
**Employment Screening**

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ClearStar Logistics, Inc (Reseller) to supply the credit report component of their background screening offering to your company (Insert Company Name) \_\_\_\_\_ (End User). You agree to the following terms and conditions governing Employment Credit Reports:

1. End User is a (type of business) \_\_\_\_\_ and has a need for consumer credit information in connection with the valuation of individuals for employment, promotion, reassignment or retention as an employee (Consumer Report for Employment Purposes"). Further, End User certifies their business is not engaged in the business of insurance underwriting, attorney/detective/investigative services, credit repair/counseling or information resale.
2. End User shall request a Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller 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.
3. End User certifies that it will not request a Consumer Report for Employment Purposes unless:
  - a. A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes.
  - b. The consumer has authorized in writing the procurement of the report; and
  - c. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
4. End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:
  - a. A copy of the Consumer Report for Employment Purposes; and
  - b. A copy of the consumer's rights, in the format approved by the Federal Trade Commission.
5. End User further certifies that after taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:
  - a. It shall provide a copy of the Report to the consumer
  - b. Provide a notice to the consumer that states:
    - i. The name, address, and telephone number for ClearStar Logistics;
    - ii. That the consumer is entitled to a free copy of the report and a right to dispute the record through ClearStar Logistics and that ClearStar Logistics is unable to provide the consumer the specific reasons why adverse action was taken by you.
    - iii. Provide the consumer a copy of the consumer's rights under the FCRA as approved by the Federal Trade Commission.
6. End User represents that, if it orders credit reports, it will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by you, substantially varies from the address the credit bureau has on file for that consumer. Further, if you grant employment to the consumer and in the ordinary course of your business you furnish information to the credit bureau from which the report came, that you will advise the credit bureau of the address you have verified as accurate if that address is different from the one provided by the credit bureau.
7. End User shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.
8. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
9. End User will comply with any audits and provide CSL copies of signed authorizations when requested.
10. With just cause, such a violation of the terms of this agreement or a legal requirement, or a material change in existing legal requirements that adversely affects End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

I agree to the above terms and conditions and certify that I am legally authorized to execute this agreement on behalf of Company.

ClearStar Logistics, Inc.

Company: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

418 Pirkle Ferry Road, Suite 108  
Cumming, GA 30040

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_