

## Terms & Conditions End User Agreement

- This agreement is by and between Atlas Risk Management, LLC (hereafter "ARM"), a Missouri Limited Liability Company whose mailing address is 407 South Pennsylvania Avenue Joplin, Missouri 64801 and the company (its employees, affiliates, subsidiaries, and contractors authorized to conduct background screening, collectively "End User") that you enter below and effective on the selected date ("Effective Date").

ARM and End User agree as follows:

- SERVICES:** ARM, a consumer reporting agency, collects information from public sources. ARM compiles this information, which it does not interpret, alter, or amend, into consumer reports and investigative consumer reports ("Screening reports") as defined by the Fair Credit Reporting Act ("FCRA"). Subject to the terms and conditions of this Agreement, ARM agrees to furnish End User with Screening Reports for the purpose of screening prospective and/or current employees, volunteers, and/or tenants ("Subject(s)").
- PERFORMANCE:** ARM agrees to:
  - Follow reasonable quality assurance procedures and otherwise make reasonable efforts in accordance with industry standards to include accurate, current, and complete information in Screening Reports provided to End User.
  - Re-verify at no cost any disputed report when either the End User or the Subject makes a request in accordance with applicable law;
  - Maintain consumer report information and transaction details for a minimum of three (3) years;
  - Upon written request by Subject, inform Subject, inform Subject of the substance of the report and information contained in the Screening Report provided to the End User; and
  - Reasonably maintain confidentiality of it's and End User's data.
- PAYMENT:** End User agrees to pay for services rendered based on a statement listing orders by Subject name and related charges. Terms are DUE UP ON RECEIPT. Balances remaining unpaid after 30 days will be charge 1.5% interest compounded monthly. If an account goes to collection, End User agrees to pay all expenses, including reasonable legal fees.
- LIMITATIONS-COMPLIANCE:** End user agrees to:
  - Use the services of, and the Screening Reports provided by ARM solely for the legitimate business purpose indicated on the USER AGREEMENT and in strict compliance with all applicable federal, state, and local laws, including, without limitation, equal employment opportunity laws and regulation, the FCRA, the Americans with Disabilities Act (ADA 1990), and the Driver's Privacy Protection Act (DPPA).
  - Review the FCRA as amended by FATA, and comply with all legal obligations as outlined in said act, the text of which can be found at: <http://www.ftc.gov/os/statutes/031224fcra.pdf> and the End User obligation of which can be found at: <http://www.ftc.gov/os/statutes/2user.html>
  - Make clear and conspicuous disclosure to the Subject, in writing and in a standalone document that a consumer report and/or investigative consumer report may be obtained for the authorized purpose specified, as required by law;
  - Obtain the proper authorization from the Subject prior to requesting a Screening Report and to maintain records of consent, as required by law;
  - If an adverse decision is expected to be made due to information provided by ARM, provide proper notice to the Subject, a copy of the report obtained, and a copy of the document "A Summary of Your Rights", as required by law; and
  - If an adverse decision is made due to information provided by ARM, provide proper notice to the Subject, a description of the Subject's right to obtain a free report and to dispute any inaccuracies, contact information for the reporting agency, a statement that the agency did not make the adverse decision and notice of the Subject's right to receive a free copy of the Screening Report and to dispute its accuracy or completeness, as required by law.
- LIMITATION-DISCLOSURE:** End User agrees to:
  - Accept responsibility for safeguarding the unique client ID> issued to the End User's primary contact listed on page 1 of this agreement, as well as user passwords;
  - Ensure that Screening Reports are requested only by End User's designated representative(s) and forbid employees from obtaining reports on themselves, associates or any other persons except in the exercise of official duties; and
  - Use the information provided by ARM on an exclusive basis, maintaining its confidentiality and disclosing same only to the Subject and to persons whose duties relate to the legitimate business purpose for which the information is intended.
- WARRANTY:** ARM warrants that its collection and use of information is in accordance with all applicable laws and regulations.
- DISCLAIMER:** ARM does not guarantee or ensure the accuracy, completeness or correctness of information provided in its Screening Reports.
- LIMITATION OF LIABILITY:** ARM shall exercise reasonable effort to provide End User with complete, accurate and current information. ARM's liability for any damages resulting from the preparation and transmission of Screening Reports, from a breach by ARM of its obligations under this Agreement and/or for any other conduct of ARM shall be limited to a refund of the fees actually received by ARM under this Agreement. ARM shall not be liable to End User for any costs, expenses or damages whatsoever, except as expressly agreed to in this paragraph.
- INDEMNIFICATION:** End User shall indemnify, defend and hold ARM harmless from and against any and all claims, demands, costs, expenses, damages and liabilities of any kind or nature whatsoever, including without limitation, reasonable attorney's fees incurred by ARM, caused by End User's breach of the terms of the Agreement or failure to comply with its obligations under the FCRA or other laws applicable to the procurement or use of Screening Reports.
- TERM AND TERMINATION:**
  - The term of this Agreement shall begin on the effective Date and will continue for one year from the Effective Date unless earlier terminated, renewed or extended in accordance with the terms of this Agreement.
  - Either party may terminate the Agreement without cause by providing thirty (30) days' prior written notice, or terminate with cause as defined as a material breach of this Agreement, with thirty (30) days' prior written notices.
- GOVERNING LAW:** This agreement shall be construed in accordance with the law of the State of Missouri.
- ARBITRATION:** The parties agree that any claim arising out of or relating to this Agreement shall be settled by submitting the dispute to private, final and binding arbitration in Joplin, Missouri.
- FACSIMILES:** The parties agree that a facsimile of this agreement is as valid as the original.
- HEADINGS:** Paragraph headings are for convenience only and are not intended to affect the meaning of any provision.
- PERIODIC MODIFICATIONS:** In order to remain in compliance with laws and regulations governing consumer reporting agencies, ARM may make modifications to this agreement from time to time. These modifications may be distributed to End User and End User's use of ARM's services after the distribution date of such communication will be construed as agreement and implied consent to these modifications.

16. End User authorizes ARM to conduct a check of my ability to pay for services. I authorize the release of all information held by End Users' banks, trade references, credit reporting agencies, financial institutions, personal and professional references, landlords, and utilities.

## Access Security Requirements

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer credit reports. In signing the Atlas Risk Management, LLC / Experian / Equifax / TransUnion Subscriber Service Agreement, you agree to follow these measures:

17. You must protect your Atlas Risk Management, LLC / TransUnion account number and password so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post the information in any manner within your facility.
18. System access software, whether developed by your company or purchased from a third party vendor, must have your Atlas Risk Management, LLC / TransUnion account number and password "hidden" or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique logon password.
19. Do not discuss your Atlas Risk Management, LLC / TransUnion account number and passwords by telephone with any unknown caller, even if the caller claims to be an employee of Atlas Risk Management, LLC / TransUnion.
20. Restrict the ability to obtain credit information to a few key personnel.
21. Place all terminal devices used to obtain credit information in a secure location within your facility. You should secure these devices so that unauthorized persons cannot easily access them.
22. After normal business hours, be sure to turn off and lock all devices or system used to obtain credit information.
23. Secure hard copies and electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.
24. Shred or destroy all hard copy consumer reports when no longer needed.
25. Erase or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
26. Make all employees aware that your company can access credit information only for the permissible purposes listed in the Permissible Purpose Information section of your membership application. Your employees may not access their own report or the report of a family member or friend if your company does not have permissible purpose.

**Record Retention: It is important that you keep credit applications for a reasonable period of time. This will help to facilitate the investigative process if a consumer claims that your company inappropriately accessed their credit report. (Note: The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 36 months.)**

## Consumer Report User Agreement

Atlas Risk Management, LLC is required by law and contract to investigate potential clients to insure that they are proper entities fully authorized to request and receive confidential consumer data. Our investigation begins with you supplying us information and materials that help us verify your qualifications.

By completing and submitting the following form, you agree:

**I (the End User's Authorized Agent) have read and understand the "FCRA Requirements" notice and "Access Security Requirements" and will take all reasonable measures to enforce them within my facility. I certify that I will use the Experian product information for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. I will not resell the report to any third party. I understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated.**

- End User Agreement\*

☐ I agree to the Terms & Conditions listed above and agree to implement and adhere to the above controls.

**Date:** \_\_\_\_\_  
Please enter with mm/dd/yyyy format

**Your Name:** \_\_\_\_\_

**Company Name ("End User")**

## Client Information

### Type of Business:

- ☐ Corporation
- ☐ Partnership
- ☐ LLC
- ☐ LLP
- ☐ Sole Proprietor
- ☐ Government

### Physical Address:

---

---

**Mailing Address (If different from above.)**

**Name of primary contact**

**Title of primary contact**

**Phone Number of primary contact**

**Email Address of primarycontact**

## Business Verification

Atlas Risk Management LLC is required by law and contract to investigate potential clients to insure that they are proper entities fully authorized to request and receive confidential consumer data. Our investigation begins with you supplying us information and materials that help us verify your qualifications.

**Nature of company's business**

**Number of years in business**

**Type of building your company occupies:**

**Number of employees**

**Please specify how you intend to use the information supplied by Atlas Risk Management, LLC:**

**Ownership of Company**

Please identify two principles (owners) of the business.

**First Principle'sName**

**First Principle's Title**

**Second Principle's Name**

## **BILLING INFORMATION**

**Please select your preferred billing method:**

Invoiced Account - Payment due 15 days net (Subject to credit check. A credit card must also be kept on file. Accounts over 30 days past due will be charged to card.)

## **References**

**Bank Name**

**Bank Address**

**Bank Phone Number**

**Name of Trade Reference #1**

**Address of Trade Reference #1**

**Phone Number of Trade Reference #1**

**Name of Trade Reference #2**

**Address of Trade Reference #2**

**Phone Number of Trade Reference #2**

## **Credit Card Information**

Note: A valid credit card number must be kept on file for ALL accounts. 'Invoiced Accounts' will only be charged if your account is over 30 days past due.

**Please select your Credit Card type**

**Cardholder's Name as it appears on card.**

**Credit Card Number**

**Expiration Date (MM/YY)**

**Card Security Code**

**Cardholder's Address**