

## FORM B

## END USER CERTIFICATION

This End User Agreement (“End User Agreement”) is hereby entered into by and between FYI Screening, Inc., an Ohio corporation (“FYI Screening, Inc.”), and the individual indicated on the last page of the End User Agreement (“Client”), for use in conjunction with the FYI Subscriber Agreement (“FYI Subscriber Agreement”) between Client and FYI Screening, Inc.

**Client and End-User, whose signature appears on this document, hereby certify the following:**

1. End-User is an employee of Client.
2. Client has provided End-User with a copy of the FYI Subscriber Agreement, and End-User has read the FYI Subscriber Agreement and agrees to comply with its terms.
3. End-User will promptly notify Client of any indication of misuse or unauthorized disclosure of confidential or restricted information by any person.
4. End-User specifically agrees to comply with all federal and state laws and regulations regarding obtaining and using Consumer Reports, including, but not limited to the following:
  - a) End-User will seek to obtain Consumer Reports only on behalf of Client and will not attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties as an employee of Client.
  - b) End-User will use any Consumer Report obtained pursuant to this Agreement solely for Employment Purposes.
  - c) End-User will not request a Consumer Report unless:
    - i) A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a separate document that consists solely of the disclosure that a consumer report may be obtained for employment purposes.
    - ii) The consumer has authorized, in writing, the procurement of the Report.
    - iii) Information from the Consumer Report will not be used in violation of any applicable federal or state law or regulation, including laws related to equal employment opportunity.
    - iv) If the report requested is an Investigative Consumer Report, as defined by the FCRA, End-User will, within five days of a written request by the consumer, provide to the consumer a complete and accurate written disclosure regarding the nature and scope of the Investigative Consumer Report.
    - v) End-User will not seek a Consumer Report containing medical information about the consumer unless the consumer specifically consents in writing to the furnishing of the report containing medical information.
  - d) End-User certifies that before taking adverse action regarding the consumer’s current or prospective employment based, in whole or in part, upon information contained in the Consumer Report, End-User will:
    - i) Provide the consumer with notice that it intends to take adverse action based upon the contents of the Consumer Report.
    - ii) Provide the consumer with a copy of the Consumer Report.
    - iii) Provide the consumer with a copy of the Federal Trade Commission’s publication entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act.”
    - iv) Provide the consumer with ample time to dispute any information contained in the Consumer Report prior to taking adverse action.

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e) End-User certifies that following any adverse action, End-User will:

- i) Provide to the consumer a Notice of Adverse Action including the name, address and phone number of FYI Screening, Inc.
- ii) Provide to the consumer a statement that FYI Screening, Inc. did not make the decision to take the adverse action and is not able to give the consumer reasons for the adverse action.
- iii) Provide to the consumer a notice of the individual’s right to dispute the accuracy of any information contained in said report directly with FYI Screening, Inc.
- iv) Provide to the consumer a notice of the consumer’s right to obtain an additional free copy of the Consumer Report upon request within 60 days of the Notice of Adverse Action.

f) End-User certifies that it will not seek or use information obtained through FYI Screening, Inc. for any purpose prohibited by state or federal law.

g) End-User certifies that it will hold the information obtained through FYI Screening, Inc. in strictest confidence, and will not disclose, sell, or disseminate such information to third parties or otherwise use such information in a manner that is inconsistent with the representations contained herein or in the FYI Subscriber Agreement.

**5. E-Services:**

- a) Only persons who have signed an End-User Agreement shall have access to Client’s subscriber ID Number or Username information.
- b) End-User has his or her own password.
- c) End-User will not attempt to obtain information following the termination of End-User’s employment, or upon notice by Client or FYI Screening, Inc. that End-User is no longer authorized to obtain Consumer Reports on behalf of Client.

By signing this End-User Agreement, End-User certifies that he or she has read, understands and agrees to its contents.

**I have read and understand the foregoing terms and conditions and agree to its terms:**

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Organization Name (print)	End-User Name (print)
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End-User Signature	Title	Date
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Telephone (ext.)	Fax	E-mail
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Street Address	City	State	ZIP
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SIGNATURE - FYI SCREENING, INC.	Date
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