

Customer Service Agreement
Terms and Conditions for employment screening

Background Solutions Online
NEW CUSTOMER APPLICATION FORM
FAX: 239-593-0968

Company: _____

Physical Address: _____

City, State, Zip Code: _____

Company Phone Number: _____

Fax Number: _____

Contact Name/Title: _____

Contact Number: _____

Contact Email: _____

Company Website Address: _____

Billing Contact: _____

Billing email: _____

This Agreement is made by and between Subscriber and Background Solutions Online (consumer reporting agency), subject to the following terms and conditions:

1. **SERVICES PROVIDED:** Background Solutions Online agrees to furnish to Subscriber personal identifier record (SSN), employment references, civil and criminal records, motor vehicle records, credit records, education and credential verification, workers' compensation claim history and other background information ("consumer report") on job applicants/employees, as requested by the Subscriber. Background Solutions Online will use its best efforts to deliver the consumer reports requested in an expeditious manner, however, Background Solutions Online shall have no obligation or liability to Subscriber for any delay or failure to deliver consumer reports caused by the parties providing data or information to Background Solutions Online, or by any other third-party. Background Solutions Online is a federally regulated Consumer Reporting Agency as defined by the Fair Credit Reporting Act for the purpose of providing pre-employment

screening information in accordance with all applicable guidelines and confidentiality as stipulated within applicable statutes.

2. **DISCLAIMER OF WARRANTY/LIMITATION OF LIABILITY:** The consumer report obtained by Background Solutions Online 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 Background Solutions Online. Responsibility for the accuracy of the information contained in the consumer report and these databases and records rests solely in the contributor. The Subscriber waives any and all claim or claims against Background Solutions Online arising out of or related to the accuracy of the consumer report, databases and records.

3. **PAYMENT REQUIREMENTS/COLLECTION:** Subscriber agrees to pay Background Solutions Online the applicable charges for the various services rendered to Subscriber as specified in Background Solutions Online's employment screening service list, which is subject to change from time to time. Subscriber agrees to pay all applicable charges within thirty (30) days of receipt of the information or consumer report requested. However, all monetary obligations to Background Solutions Online for services rendered which are past due fifteen days or more may, at the election of Background Solutions Online, bear interest at the rate of eighteen percent 18% per annum. In the event that legal action is necessary to obtain the payment of any monetary obligations to Background Solutions Online, the Subscriber shall be liable to Background Solutions Online for all costs and reasonable attorneys' fees incurred by Background Solutions Online in collection of such obligations. Background Solutions Online has the right to change the payment period according to the client's credit rating (score) and financial status.

4. **SUBSCRIBER'S ACKNOWLEDGMENT OF COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT:** The Fair Credit Reporting Act (FCRA) governs the activities of consumer reporting agencies, as well as the users of the information procured from these agencies. A consumer report contains information on a job applicant/employee's character, reputation, and other personal data; therefore, use of such information is strictly regulated by the FCRA. Among other things, the FCRA prohibits employers from obtaining consumer reports unless the employer discloses to the applicant, in writing, that such a report may be acquired, and

obtains the written authorization of the applicant/employee to inquire into this background information. The FCRA also requires employers to take additional steps when they make an employment decision based in whole or part on the background information. These steps are intended to give the applicant the opportunity to dispute any information contained in the background or consumer report. Unless requested by a client or by government regulation we will provide the criminal records for a minimum of seven years. Background Solutions Online urges all employers to review the restrictions and requirements of the FCRA. The Act's citation is Public Law 91-508, Title 15, U.S.C. Sections 1681, et seq. Please note, particularly, the Permissible Purposes of Reports, as well as requirements on Users of Consumer Reports and Obtaining Information Under False Pretenses.

According to FCRA guidelines there is no limitation as to the length of time investigated in an applicant's past.

Background Solutions Online urges all employers to review the restrictions and requirements of the FCRA. The Act's citation is Public Law 91-508, Title 15, U.S.C. Sections 1681, et seq. Please note, particularly, the Permissible Purposes of Reports, as well as requirements on Users of Consumer Reports and Obtaining Information Under False Pretenses.

Employment Purposes: By signing this document, Subscriber certifies that it is requesting Background Solutions Online to provide screening services only for the purposes of considering an individual for employment, promotion, reassignment or retention as an employee, and for no other purposes.

Applicant's Authorization Obtained: By signing this document, Subscriber certifies that prior to requesting Background Solutions Online to provide screening services for employment purposes on an applicant/employee, it has provided the applicant/employee with a clear and conspicuous written disclosure, in a document consisting solely of the disclosure, that a consumer report is being requested for employment purposes, and it has obtained the written authorization from the applicant/employer to obtain a consumer report for employment purposes. A standard disclosure and authorization form is available from Background Solutions Online for these purposes.

1. Provide the applicant/employee with a copy of the consumer report;
2. Provide the applicant/employee with a copy of the Consumer Rights, in the format approved by the Federal Trade Commission

(A copy of this Consumer Rights form may be obtained from Background Solutions Online); and

3. Provide the applicant with ample time to dispute any information contained in the consumer report.

Adverse Action: By signing this document, Subscriber certifies that after providing the applicant/employee with the Pre-Adverse Action information contained above, and after it has given the applicant/employee "ample time" to dispute the information, the Subscriber will send the applicant a follow-up notification that the Subscriber is taking adverse action (e.g., denying employment or promotion) based on the information contained in the consumer report.

Confidentiality and Use of Information: By signing this document, Subscriber certifies that it acknowledges the sensitivity and confidentiality of the information contained in the consumer report and Subscriber agrees that information obtained from a consumer report will not be used in violation of any applicable state or federal equal employment opportunity laws.

Indemnification/Hold harmless: By signing this document, Subscriber acknowledges that it has read and understands the requirements of the Fair Credit Reporting Act, Subscriber agrees that it will comply with all such requirements, and Subscriber agrees that it shall defend, indemnify and hold Background Solutions Online, its directors, officers, employees, agents, successors and assigns, harmless from any and all claims, liability, costs or damages whatsoever arising out of or related to Subscriber's failure to comply with the requirements of the FCRA. Subscriber further agrees that it shall defend, indemnify and hold Background Solutions Online, its directors, officers, employees, agents, successors and assigns, harmless from any and all claims, liability or damages whatsoever arising out of or related to the accuracy or use of the services or data provided under this Agreement.

5. **ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Naples, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
6. **ATTORNEYS FEES AND COSTS:** In the event a dispute arises with respect to this Agreement, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses incurred in ascertaining such party's rights,

and in preparing to enforce, or in enforcing such party's rights under this Agreement, whether or not it was necessary for such party to institute suit or submit the dispute to arbitration.

7. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. **WAIVER:** The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement will not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

9. **SUCCESSORS:** This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties.

10. **CANCELLATION:** you can cancel the account with Background Solutions Online by sending notification in writing two weeks in advance. However, your company is obligated and must adhere to the FCRA despite cancellation. Background Solutions Online recommends that all Disclosure and Release forms must be kept on file in a secure location for a period of at least two years.

Signature

Date

Printed Name and Title

Name of Company

Billing Information

Thank you for choosing Background Solutions Online.

As a part of our quick approval and payment protection plan, we require your credit card information. Instead of completing a lengthy Account Application Form, we have created this quick account approval system.

Please choose from the following options (check your choice).

- Please invoice and hold the credit card number as a payment guarantee. *
I also authorize **Background Solutions Online** to charge the card **30 days** from the invoice date if payment is not satisfied.
- Please charge the credit card and send me a detailed receipt. *
Background Solutions Online is authorized to charge my credit card for services that I have requested for my company.

Credit Card Information: (check your choice)

- Visa MasterCard American Express Discover PayPal

Credit Card Number: _____ **Exp.** ____ / ____

Name on Card: _____ **Security Code:** _____

Card Billing Address: _____

City: _____ **State:** _____ **ZIP:** _____

Name of Company: _____

Tax ID# (TIN) or SSN: _____

* The card number and your company information will be verified within few hours. In order to verify your credit card and company information, credit information or report will be accessed and verified.

* Fraudulent card information will be reported to law enforcement agencies as well as credit reporting bureaus immediately.

I hereby agree to the Service Agreement which I have electronically signed and submitted as well as the above terms and conditions. I also authorize Background Solutions Online to charge the payment according to the choice I made from options above.

Cardholder Signature: _____ **Date:** ____ / ____ / ____

Background Solutions Online

2340 Vanderbilt Beach Rd Suite 108-178 Naples, FL 34109