

American Screening, LLC Since 1991

THE BOTTOM LINE IN BUSINESS PROTECTION

P.O. BOX 1444 • HEBRON, CT 06248

PHONE 888.251.4044 • FAX 888.254.4044

www.americanscreening.com • info@americanscreening.com

CLIENT SERVICE AGREEMENT

Company Name _____

Physical Address _____

City _____

State/Province _____

Zip/Postal Code _____

Country _____

Mailing Address (If different than above) _____

Type of Business: _____

Type of Ownership (indicate one): () Partnership () Sole Owner

() Non Profit () Corporation () LLC

Do you have any other company name(s) or d/b/a? Explain:

PERMISSIBLE PURPOSE / APPROPRIATE USE

Please describe the specific purpose for which American Screening product information will be used:

How many years in business?

How many employees do you have?

Number of individuals screened per month?

How did you hear about us?

All types of Background Checks are governed by the FCRA

Person responsible for ensuring compliance with the Fair Credit Reporting Act (FCRA):

Name: _____

Job Title: _____

Phone Number: _____ email: _____

Person responsible for ordering searches:

Name: _____

Email: _____

Telephone Number w/extension: _____

Fax Number: _____

How would you like to receive your results?

() Email Account _____

() Fax# (only if secure) _____

() Our Website via login id and password assignment

BILLING INFORMATION:

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 our company and hold the credit card number as a payment guarantee. * **American Screening** is authorized 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. **American Screening** is authorized to charge the credit card for services that we have requested on a bi-monthly basis.

Credit Card Information (check your choice):

- VISA** **MASTERCARD** **AMEX**

Credit Card Number: _____ Exp. ____ / ____

Name On Card: _____

Card Billing Address: _____

Street

City

State

Zip

Tax ID#(TIN) or SSN: _____

* The card number and your company information will be verified within a few hours. 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 signed and submitted as well as the above terms and conditions. I also authorize American Screening, LLC to charge the payment according to the choice I made from options above.

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

BILLING INFORMATION continued:

Accounting Contact Name: _____

Accounting Email: _____

Accounting Phone: (____) _____ **Fax** _____

Accounting Mailing Address: _____
Street

City

State

Zip

Federal Tax ID # _____

Note: Rates may change at any time without notice, American Screening, LLC will do their best to let you know. Most changes will originate from a court fee change or Department of Motor Vehicle price increase.

DPPA CERTIFICATION OF COMPLIANCE

All clients ordering Motor Vehicle Records through American Screening, LLC must first certify that all requests are in compliance with all applicable state and federal laws, including the Driver Privacy Protection Act (DPPA). Client also certifies that it has secured the identity of the end-user of the requested MVR, unless Client is the end-user itself, and that the end-user has a permissible purpose for ordering the MVR.

Authorized Signature

Printed Name and Title

Will you be ordering Consumer Credit Reports? () Yes () No

If yes, a site inspection will be scheduled upon receipt of this application. Any business that wishes to have access to credit reports must have this inspection to verify that each client is in fact a legitimate business as prescribed by the credit bureaus. This 3rd party must qualify all end users of credit reports. The representative will verify security, business license, signage, location, and speak with a representative at your location. This process is designed to be as non-invasive as possible while preserving the integrity of the verification. This mandatory requirement is a direct result of the credit bureaus policy and not American Screening, LLC. The fee is \$100.00 and will be applied to your first invoice.

Criminal Records Account Set Up

Often it is the case that an applicant has resided in multiple locations nationally. Each state is searched separately; therefore it is prudent to check for criminal histories in each location the applicant has resided. Also, most states criminal searches are filed and stored via name and date of birth. Hence, it is prudent to allow us to screen any aliases reported on the applicants release or social security number verifications. GA, FL, PA & WI are the 4 states that research criminal record via name and social security number, therefore all other locations must be checked via the aliases to be sure there are no records under the alias as well.

Our free social security number verification results offered with all criminal checks can be set up to populate additional criminal record searches in other states automatically, at the onset of your order.

Please select how you would like us to set your account up to allow American Screening, LLC to:

- a. _____ Process criminal records in all states developed within the last 7 years that the SS# verification has developed or applicant/release has indicated. I am aware additional costs will incur for additional searches. (This includes aka's developed as well as other locations, each researcher will search back a minimum of 7 years for each location)

- b. _____ Process only the states ordered by our data entry approved agent at the website. They may later choose to process additional criminal searches and re-enter the request at a later date based on the address history developed in the social verification search. (Each researcher will search back a minimum of 7 years for each location)

- c. _____ If more than the "Standard 7 Year Search" is needed please contact us to discuss. (Some prices may differ)

Will you be ordering Substance Abuse Screening? () Yes () No

If you selected "Yes" please check off which test(s) you will want performed: (See website for detailed descriptions)

() 5 Panel

() 10 Panel

() 5 Panel with Alcohol

() 10 Panel with Alcohol

() Alcohol

() Other _____

STATEMENT OF TERMS AND CONDITIONS:

If Client has requested access to and been approved for background check services that include receiving consumer reports from American Screening, LLC, then in connection with requesting and/or receiving any reports from American Screening, LLC, Client certifies and agrees to:

(1) Review the "Notice to Users of Reports: Obligations of Users under the Fair Credit Reporting Act, as amended (FCRA)", at our website or as otherwise provided by American Screening, LLC, and perform legal obligations as set forth in such notice.

(2) Use the information provided by American Screening, LLC for the "Permissible Purposes" only, and only in accordance with the applicable law. The Permissible Purposes are: (i) legitimate business need in connection with a transaction initiated by a consumer, (ii) for the underwriting of insurance as a result of an application from the consumer or the review or collection of a consumer's account (iii) for use by a potential investor or servicer, or current insurer, in validation of, or an assessment of, the credit repayment risks associated with an existing credit obligation (iv) for employment purposes. Client may disclose information within any report obtained from American Screening, LLC hereunder, to the consumer or potential employee who is the subject of such report, in accordance with applicable law. Client certifies that it will use the information only for the specific Permissible Purposes set forth in this agreement.

(3) If reports will be used for employment decisions, make a clear and conspicuous disclosure to the applicant or employee, in writing and in a separate document that a consumer report may be obtained for employment purposes. Releases available at our website.

(4) Make a clear and accurate disclosure to the applicant or employee if an investigative consumer report (reference check) will be obtained, including a statement informing the subject of the report that additional information is available if requested. We will not provide employment verifications for current employers unless an application is signed by applicant indicating we may contact current employers. Please provide clear and accurate contact information for employment confirmations or fees for additional research may incur.

(5) Obtain the proper written authorization from the applicant or potential employee for each consumer report and investigative consumer report prior to requesting any report. (Credit Release and General Release – both available at our website).

(6) Adverse Action Decisions Based on Reports Provided by American Screening, LLC: Provide proper additional notice to the applicant or employee, a copy of the report obtained, and a Summary of Rights (available at our website), as required by the FCRA, if an adverse decision is going to be made due to information in any report obtained from American Screening, LLC. If reports will be used for employment decisions, Client certifies and agrees to provide such additional notice, copy of the report and Summary of Rights to the applicant or employee in advance of any adverse decision regarding employment. Forms are available at no charge from American Screening, LLC.

(7) Ensure that reports will be requested only by Client's designated representatives and only for the Permissible Purposes listed in this agreement.

(8) Be responsible for the final verification of the applicant's identity.

(9) Be responsible for the security and storage of the consumer's data provided to Client by American Screening, LLC. Releases for credit reports must be stored for 7 years, all other background releases 5 years.

(10) PAYMENT REQUIREMENTS/COLLECTION: Subscriber agrees to pay American Screening, LLC the applicable charges for the various services rendered to Subscriber as specified in American Screening, LLC's employment screening service list, and or Legal support services menu 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 American Screening, LLC for services rendered which are past due thirty days or more may, at the election of American Screening, LLC, bear interest at the rate of eighteen percent per annum from the date due on any charges not paid by payment due date. In the event that legal action is necessary to obtain the payment of any monetary obligations to American Screening, LLC, the Subscriber shall be liable to American Screening, LLC, for all costs and reasonable attorneys' fees incurred by American Screening, LLC, in collection of such obligations.

(11) CANCELLATION: you can cancel the account with American Screening, LLC at any time. However, your company is obligated and must adhere to the FCRA despite cancellation. American Screening, LLC recommends that all Disclosure and Release forms must be kept on file in a secure location for a period of at least three years.

The subscriber hereby has read and agreed to the terms and conditions of this agreement. The subscriber has executed this Agreement on this the ____ day of _____, 20____, intending to be legally bound thereby.

Company Name

Web address

Street Address

City

State

Zip

Authorized Representative Name

(_____) _____
Phone

Authorized Representative Signature

E-mail

Thank you for choosing American Screening, LLC