

SAFE HIRING SOLUTIONS, LLC MASTER SERVICE AND LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT AND INDICATE YOUR ACCEPTANCE BY CLICKING THE "I ACCEPT/AGREE" BUTTON OR SIGNING AT THE BOTTOM OF THIS PAGE. YOUR ACCEPTANCE OF THIS AGREEMENT MEANS THAT YOU ARE BOUND BY ALL OF THE TERMS OF THIS LICENSE AGREEMENT. YOUR REGISTRATION FORM FOR PRODUCTS OR SERVICES WILL NOT BE PROCESSED AND YOU MAY NOT USE THE SOFTWARE APPLICATION UNLESS YOU ACCEPT THE TERMS OF THIS AGREEMENT.

This Master Service and License Agreement ("Agreement") is entered into by and between Safe Hiring Solutions LLC, an Indiana limited liability company ("Safe Hiring Solutions") and the customer signing, electronically or otherwise, hereto on behalf of its employees, affiliates, subsidiaries and contractors authorized to procure background screening (collectively, "Subscriber").

Safe Hiring Solutions and Subscriber agree as follows:

1. DEFINITIONS:

(a) "SHS" means Safe Hiring Solutions, LLC, an Indiana Limited Liability Company with offices located at 64 E. Marion Street Danville, Indiana 461224. (b) "SV" means Safe Visitor Solutions or SafeVisitor, a program at all times owned by SHS. SafeVisitor also includes, but is not limited to, additional programs such as SafeVolunteer, Arrest Alert and SafeVendor. "SV" will refer to all of these programs collectively. If one program is referenced hereafter to the exclusion of any others, then said program will be specifically referenced by name and not the "SV" abbreviation. Otherwise, "SV" shall mean all such programs of SafeVisitor. (c) "SHS Product" means any Hosted Product or Services and any applicable Documentation. (d) "Hosted Product" means any SHS proprietary software application that is delivered by allowing authorized licensees remote access to SHS's servers which host the object code. "Hosted Product" includes, but is not limited to, SV, SafeVolunteer, Arrest Alert and SafeVendor any future program(s) or Services(s) that SHS may offer. (e) "Agreement" means this Master Service and License Agreement, as well as any service or license agreement for any additional SHS Product utilized by the Subscriber. (f) "Authorized Users" means Subscriber who is authorized to use the SHS Product as set forth in a Registration Form.

(g) "Confidential Information" means (i) any and all information contained in any Screening Report; (ii) all proprietary and secret data, sales or pricing information relating to Safe Hiring Solutions and its operations, employees, products or services; (iii) all passwords provided by SHS allowing Subscriber access to a Hosted Product; (iv) any data provided by Subscriber to SHS or input into the Hosted Product by Subscriber in connection with Subscriber's use of the Hosted Product hereunder (collectively, "Subscriber Data"); and (v) all of the information, data and software furnished by one party to the other in connection with this Agreement.

(h) "Consumer" means "individual" and otherwise has the same meaning as set forth in the Fair Credit Reporting Act and Fair and Accurate Credit Transactions Act.

(i) "Documentation" means print and/or electronic media, certain technical and user documentation describing the use and operation of the Hosted Products including any minimum hardware and software requirements necessary for the recommended operational performance of the SHS Products.

(j) "DPPA" means the Driver's Privacy Protection Act, as set forth in 18 U.S.C. §2721 et seq.

(m) "FACTA" means the Fair and Accurate Credit Transactions Act of 2003, as set forth and further amended in 15 U.S.C. §1681 et seq.

(n) "FCRA" means the Fair Credit Reporting Act, as set forth and further amended in 15 U.S.C. §1681 et seq., including any amendments set forth in FACTA.

(o) "MVR" means Motor Vehicle Records (p) "Registration Form" means the document(s) (either in electronic or paper format), on-line information entry page(s) prescribed by SHS from time to time for the ordering of SHS Products, subscriptions to SHS Products, or the conversion from one SHS Product to another SHS Product, and which identifies the SHS Product ordered by Subscriber and references applicable pricing information. A Registration Form shall include such supplements or additional information as provided by Subscriber in a format prescribed by SHS and accepted by SHS from time to time electronically, online or in paper format whether called a Registration Form or something else. (q) "Screening Reports" means consumer reports as defined by the FCRA and FACTA.

(r) "Services" means consumer reports ("Screening Reports") as defined by the Fair Credit Reporting Act ("FCRA") and the Fair and Accurate Credit Transactions Act ("FACTA"). Subject to the terms and conditions of this Agreement, Safe Hiring Solutions agrees to furnish to Subscriber upon Subscriber's request Screening Reports to be used for credit transaction, employment, or other legitimate business transaction involving Consumer, as defined by the FCRA, in connection with pre-employment, post-employment and other background screening of an individual(s) "Subscriber" or "You" means the person or entity that has accepted the terms of this Agreement by completing the registration and acceptance process established by SHS on its website and clicking the "I ACCEPT/AGREE" button as directed at the SHS on-line ordering page on the SHS website.(t) "Subscription" means the purchase of SHS Products or Services on either a one-time or recurring basis, as set forth in any applicable Registration Form.

2. GRANT OF LICENSE; CONDITIONS AND RESTRICTIONS.

(a). Grant of License. Subject to the terms of this Agreement, including without limitation Subscriber's timely payment of all fees due hereunder, SHS grants to Subscriber a revocable, limited, non-exclusive, non-transferable, worldwide license to internally use the SHS Products and data processed by and on behalf of Subscriber, without the right to sublicense or assign, and further specifically grants to Subscriber a license to (i) access and use the Hosted Product described on the Registration Form; and (ii) permit the Subscriber to display and reproduce (including by printing the electronic version) the Services and Documentation as reasonably required to permit the Authorized Users to exercise the rights expressly granted in this Section 2.

(b). Conditions and Restrictions. As a condition of the rights granted by SHS to Subscriber under this Agreement, Subscriber is prohibited from: (i) reverse engineering, decompiling or otherwise attempting to create human readable materials from the object code of the SHS Products; (ii) allowing use of the SHS Products for any purpose not expressly permitted in this Agreement; (iii) using or exploiting the SHS Products to provide application hosting, business process outsourcing, service bureau, ASP; (iv) removing proprietary rights notices, asset tags, brand labels or marks placed on the SHS Products; (v) attempting to circumvent or compromise the security features of the SHS Products or introducing any viruses, worms or other disabling code into the Hosted Product; or (vi) exporting the SHS Products in violation of any U.S. export law or regulation. If Subscriber is required by law to provide any governmental or regulatory body with use or access to the SHS Products, then such use and access shall be subject to this Section 2 and

the confidentiality obligations of Subscriber and all items so provided or accessed shall bear a "Restricted Rights" legend in addition to all other notices. Subscriber shall be responsible for all his/her acts and omissions. Subscriber is solely responsible for obtaining the proper hardware and software necessary to operate the SHS Products as further described in the Documentation. SHS shall, in its sole discretion, be free to modify, change, or enhance the SHS Products, including, but not limited to, changing the computer system requirements needed to use the SHS Products without any obligation to the Subscriber. SHS reserves the right to change the subscription fees due and payable by Subscriber at any time with notice to the Subscriber.

SHS reserves all rights not expressly granted to Subscriber herein, and no other rights and licenses are granted or will be deemed to be granted hereunder. Subscriber may use the SHS Product subject to the terms herein and the restrictions described in this Agreement until SHS or the Subscriber terminates this Agreement, the Subscriber violates the terms of this Agreement, or Subscriber fails to pay for any services as required that are provided by SHS.

3. SUBSCRIBER OBLIGATIONS

(a) Subscriber acknowledges and understands its obligation to maintain the confidentiality and integrity of any Confidential Information, as well as Subscriber's identification numbers and passwords requested or received from or through Safe Hiring Solutions as described in Exhibit "A" to this Agreement.

(b) Subscriber shall be responsible for identifying and taking all steps necessary to comply with all applicable federal, state and local laws in connection with the procurement and use of Screening Reports, including providing the Consumer with applicable notices, disclosures, reports, and obtaining Consumer's consent, as required by the FCRA and FACTA (see Exhibit "B" attached to this Agreement).

(c) Abide by requirements contained in the Investigative Consumer Report Addendum attached to this Agreement as Exhibit "C" before requesting or asking Safe Hiring Solutions to prepare or procure an Investigative Consumer Report (as defined by the FCRA).

(d) Subscriber shall provide written certification to Safe Hiring Solutions of its compliance with the conditions for procuring or using Consumer Reports, as provided in the FCRA, including, but not limited to, certification that (i) the Screening Report will be used only for employment or legitimate business transaction purposes; (ii) Subscriber has given written disclosure to the Consumer that a Screening Report may be obtained; (iii) Subscriber has obtained written consent from the Consumer, if applicable, to the procurement of the Screening Report; (iv) Subscriber will not use the information in the Screening Report in violation of any local, state, or federal equal employment or equal housing opportunity law or regulation; and (v) prior to taking any adverse action, as that term is defined in the FCRA, based in whole or in part on information in the Screening Report, Subscriber will provide the Consumer with a copy of the Screening Report, and a copy of the Summary of Consumer Rights, which is attached to this Agreement as Exhibit "D."

(e) Subscriber shall assume responsibility for final verification of the Consumer's identity, and shall read and abide by the requirements contained in the Notice to Users of Consumer Reports, attached to this Agreement as Exhibit "E."

(f) Subscriber agrees to comply with all applicable federal, state, and local laws, rules, regulations and orders, including without limitation, FCRA, FACTA, DPPA, the Gramm-Leach-

Bliley Act of 1999 and the regulations issued pursuant thereto ("GLBA"), relating to the use, reuse, non-disclosure and protection of consumer non-public personal information ("NPI").

(g) Subscriber shall refrain from requesting medical information (as defined in the FACTA) about a Consumer, other than as permitted by law, without first providing Safe Hiring Solutions a certification that the medical information is necessary to effect the employment or legitimate business transaction purpose, and that Subscriber has obtained specific written consent from the Consumer for procuring a Screening Report containing medical information.

(h) Subscriber shall base all hiring decisions and actions on its own policies and procedures and acknowledge that Safe Hiring Solutions employees will not disclose or render any opinions regarding the Screening Reports. Subscriber further acknowledges that while SV, or similar program or SHS Product, may provide for an SV or similar certification, such certification is based upon a set of criteria to attain such certification, and that hiring decisions are entirely the Subscriber's own decisions and not directed by SHS.

(i) Subscriber shall promptly pay for all Services rendered hereunder in accordance with Section 6, below, and acknowledges that fees may be revised if there are changes in laws, regulations or ordinances affecting the direct or indirect costs of delivering a Service or Screening Report.

(j) Subscriber acknowledges that all content contained in any Screening Report is the property of the applicable content owner and may be protected by applicable contract and/or copyright law.

(k) Subscriber shall refrain from seeking legal advice from Safe Hiring Solutions. Subscriber understands and acknowledges that Safe Hiring Solutions is not acting as legal counsel to Subscriber when it responds to questions about a Service or Screening Report, and Subscriber agrees that all such matters discussed will be reviewed and approved by Subscriber's legal counsel prior to any actions taken by Subscriber.

(l) Motor Vehicle Records Information Guidelines. If the Registration Form requests MVRs be included in the Screening Report with respect to any Consumer, Subscriber agrees it:

i. Shall use the MVR only for authorized business purposes, as contemplated by the FCRA and any applicable state law; ii. Is qualified to do business and validly holds all licenses required to operate Subscriber's business in all states where Subscriber conducts business and/or has employees; iii. Will comply with all applicable federal and state laws related to the use and review of MVRs, including the DPPA; iv. Will not use the MVR to build its own database or copy or otherwise reproduce the MVR except in connection with the review of the Consumer; v. Will not sell, distribute or disseminate the MVR, in whole or in part, to any third party and shall use the MVR solely as an end user; and vi. Will submit to an audit of Consumer consent forms at Safe Hiring Solutions' request. In the event of such request, reasonable notice would be provided, and such audit would take place during Subscriber's regular business hours. Subscriber agrees further that it will execute the required State forms (if applicable).

4. SHS OBLIGATIONS.

(a) SHS shall comply with all applicable federal, state and local laws in the assembling and transmission of Screening Reports, including, without limitation, the FCRA;

(b) SHS shall follow reasonable quality assurance procedures to assure the highest possible accuracy of the information contained in a Screening Report and to maintain procedures designed to confirm, to the extent possible, that the reported public record information is complete and current;

(c) SHS shall re-verify at no cost any disputed Screening Report when either the Subscriber or the Consumer makes a request in accordance with applicable law. Safe Hiring Solutions shall respond in writing on a timely basis; and

(d) SHS shall maintain the confidentiality of its data acquisition and verification methodology.

5. OWNERSHIP OF SHS PRODUCTS.

As between SHS and Subscriber, SHS exclusively retains all title, ownership interests, intellectual property rights (including patents, trademarks and copyrights), proprietary rights (including trade secrets) and moral rights (including, rights of attribution and authorship) throughout the world in and to the SHS Products, and all their derivative works and improvements.

No right, title or interest is granted or otherwise transferred to Subscriber. This license is not a sale of the SHS Products, or any copies. The SHS Products contain valuable trade secrets belonging to SHS and are protected by copyright law and other laws. Unauthorized use, reproduction, modification, distribution or display of the SHS Products is expressly prohibited. Subscriber is responsible for any copyright infringement that is caused or encouraged by Subscriber's failure to abide by the terms of this Agreement.

6. FEES, TAXES & PAYMENTS.

Unless otherwise provided in the applicable Registration Form or Documents, (a) SHS Products and Services and access to content are purchased as subscriptions, (b) subscriptions for other SHS Products may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

Subscriber is responsible for all fees associated with transactions initiated from any SHS site, including any applicable state transactions fees. All fees are subject to change without notice. If, at any time, SHS adds new Services or functionality to the SHS Products, and Subscriber proceeds to use such Services, Subscriber will be bound by the terms and conditions associated with such Service as set forth on SHS's website. This includes, but is not limited to, new state Services which may require prepayment or payment with date restrictions.

Subscriber shall pay to SHS or contracted affiliate of SHS ("Affiliate"), the fees in accordance with any payment terms and schedules for payment set forth in the Registration Form, on SHS's website or in other documentation provided by SHS or Affiliate from time to time. In general, fees are payable by credit card or direct debit at the time a transaction is processed. SHS may, at its discretion, offer certain services for direct billing through invoicing. SHS may reject transaction(s) if a credit card, direct debit or other payment transaction fails for any reason without

violation of this Agreement. In the event Subscriber is to pay a contracted affiliate of SHS, said contracted affiliate's payment terms and conditions shall apply.

Subscriber agrees that if credit card payment is required by the SHS Product, then Subscriber will provide SHS with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to SHS. If Subscriber provides credit card information to SHS, Subscriber hereby authorizes SHS to charge such credit card for all SHS Products and Services, as well as any renewal subscription term(s), as may be set forth in the applicable Registration Form. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Registration Form. If the Registration Form specifies that payment will be by a method other than a credit card, SHS will invoice Subscriber in advance and otherwise in accordance with the relevant Registration Form. If no payment terms are specified, fees and other charges shall be due and payable by the Subscriber within thirty (30) days of the date of SHS's invoice. Subscriber is responsible for providing complete and accurate billing and contact information to SHS and notifying SHS of any changes to such information. In addition to the fees, Subscriber shall pay all taxes, however and by whatever authority levied as a result of this Agreement (except for taxes on the income of SHS but including any interest and penalties).

If all payments due are not received by Safe Hiring Solutions within sixty (60) days after the date of the billing statement, Subscriber may be required to pay interest at a rate of one and one percent (1.0%) per month. If Subscriber has provided credit card information to SHS, Subscriber hereby authorizes SHS to charge such credit card for any such payments due and owing to SHS. Further, Subscriber's failure to pay any amount within sixty (60) days of the due date may result in the suspension of the Services related to Subscriber's failure to pay and SHS's obligation to provide such services shall cease until such time as Subscriber becomes current on its payment of fees (including all past due amounts and applicable late payment charges and interest).

To the extent that SHS is required to collect taxes on behalf of a taxing authority, such taxes shall be in addition to the prices set forth in the applicable Registration Form. Fees shall not include taxes unless expressly set forth therein and SHS may invoice applicable taxes separately.

7. SUBMISSION OF INFORMATION AND LIMITATION OF LIABILITY.

(a) Submission of Information. The Screening Reports assembled or obtained by SHS are 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 SHS. Responsibility for the accuracy of the information assembled in the Screening Reports from these databases and records rests solely in the contributor.

(b) Certification Limitations. If Subscriber requests certification of Screening Reports or other Services, Subscriber acknowledges that any Screening Reports or Services may include the following information: Verification of Identity with Social Security Verification, Verification of Other Names, Verification of Address History, National Criminal Database Search, National Sex Offender Search, Federal Criminal Court Search and ten (10) Year Search of Counties of Residence for Criminal Records. Subscriber acknowledges that, due to FCRA requirements as well as comparable State FCRA requirements, the criteria for certified status may only apply certification that an individual meets the following criteria: (i) No felony convictions for violent crime; (ii) No felony convictions in the past ten (10) years for theft, drugs, property crimes, or

fraud; (iii) No misdemeanor convictions for violent crime, battery, domestic violence, stalking, theft, drugs, personal property or fraud in the past five (5) years; (iv) No sexual offenses; (v) No crimes against children; (vi) No pending cases for disqualifying felony or misdemeanors above; (vii) No open warrants of any type; and (viii) Valid U.S. Government or U.S. State Government ID card.

(c) **Limitation of Liability.** SHS has no responsibility or liability for the content, accuracy, or completeness of any such information submitted by the Subscriber or any vendor, licensee, customer, or provider of goods or services to Subscriber. Subscriber is solely responsible for any and all information submitted to or through the SHS Product. This sole liability shall extend to all transactions included in the SHS Product. Without limiting the foregoing, Subscriber shall assure that all information submitted or provided to the SHS Product by Subscriber is: (i) accurate, complete, and correct; (ii) does not violate any applicable federal, state, local or international statute, law or regulation to which any transaction shall be applicable; (iii) does not infringe upon or violate the proprietary or intellectual property rights including trade name, trademark, copyrights, or patent interests of any third party; and (iv) does not contain obscene, unlawful, harassing, defamatory, discriminatory, or libelous content. Subscriber further represents and warrants that it possesses all rights, title and interest including applicable intellectual property rights to submit such information to or through the Services and to act as agent on behalf of any person(s) on whose behalf Subscriber is submitting information into the SHS Product.

(d) **SHS Warranty.** SHS represents and warrants that its Services will be performed in a diligent and professional manner, in accordance with applicable industry standards. SHS shall use its best efforts to provide high quality, timely and accurate information to Subscriber. However, Subscriber recognizes that SHS cannot guarantee the accuracy of the information provided because such information is obtained from public records and other third party sources that may not always be accurate or current.

(e) **SafeVendor and Arrest Alert programs (“Programs”).** Subscriber shall not use any information contained in the Programs as a factor in establishing the individual’s eligibility for credit or insurance to be used primarily for personal, family or household purposes, or employment purposes, or for any other purposes governed by the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. (“FCRA”). The Programs are neither a consumer report nor intended to be incorporated into a consumer report, as that term is defined in the FCRA. Accordingly, Subscriber certifies that it shall not use the Programs for any of the following purposes: (1) in establishing a consumer’s eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of an existing credit account of a consumer; (2) for employment purposes; (3) in connection with determination of a consumer’s eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or (5) for any other purpose deemed to be a permissible purpose under the FCRA. However, Subscriber may use the Programs to initiate an internal investigation to independently verify if an individual meets the specific criteria necessary to qualify for the Programs and determine as to how to use its own data gathered pursuant to its internal investigation.

(f) **Technological Disclaimers.** Although reasonable care is given to ensure uninterrupted use of the SHS Product, SHS shall not be liable for any temporary difficulties Subscriber may encounter in accessing the SHS Product whether due to internet or telephone connections, down

time of the internet server at the provider, maintenance, virus detection or elimination or any other reason whatsoever. While the SHS Product takes reasonable care to exclude computer viruses, no representation or warranty is made that the SHS Product is virus free. Subscriber shall be responsible to ensure that no virus is introduced to any computer or network. In addition, Subscriber shall take precautions to ensure that whatever Subscriber selects for use or download is free of such items as malicious code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, and other items of a destructive nature.

(g) No Consequential Damages. SHS and Subscriber agree that SHS shall not be liable to Subscriber for any other damages, costs or expenses whatsoever except as expressly agreed to herein and that neither party shall be liable to the other party for punitive, exemplary or consequential damages.

8. INDEMNIFICATION.

To the extent permitted by State law in which Subscriber is located, Subscriber acknowledges that it has read and understands the requirements of the FCRA, as amended by FACTA, agrees that it will comply with all such requirements and further agrees that it shall defend, indemnify and hold harmless SHS, its directors, officers, employees, agents, independent contractors, successors and assigns, from any and all claims, liability, or damages whatsoever arising out of or related to Subscriber's failure to comply with the requirements of the FCRA or FACTA.

SHS shall have no liability for, and Subscriber, at its own expense, shall defend, indemnify, and hold harmless, SHS, its agents, affiliates, successors, and assigns with respect to any claims, actions, damages, liabilities, costs and expenses, including reasonable legal and accounting fees, brought or asserted against SHS, its agents, affiliates, successors, and assigns by any party derived in whole or in part from any claims or liabilities: (i) arising in any manner under federal, state, or local statutes, laws, or regulations; (ii) attributable to the content, structure, format or quality of any data or information delivered to or by the SHS Product by Subscriber or its clients, its associate leads, or any other party; (iii) arising from any act or omission of Subscriber, its agents, contractors, licensees, servants, or employees; or (iv) resulting from information submitted or provided to or by the SHS Product that does not conform to the requirements of the first paragraph of this Section 8.

Subscriber further agrees, as allowed by law, that it shall defend, indemnify and hold harmless Safe Hiring Solutions, its directors, officers, employees, agents, independent contractors, successors and assigns, 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.

9. CONFIDENTIALITY.

(a) Receipt and Use. Any party receiving Confidential Information shall: (i) protect and maintain it in confidence, except to the extent necessary to carry out the purposes of this Agreement; and (ii) use at least the same degree of care in maintaining secrecy as it uses in maintaining the secrecy of its own confidential or proprietary information, but in no event less than with reasonable care and diligence. At all times, both during this Agreement and after its termination, Subscriber shall not disclose any Confidential Information without prior written consent of SHS.

(b) Exceptions. Notwithstanding the foregoing and the definition in Section 1, and excepting any proprietary financial information, “Confidential Information” will not include information which: (i) is publicly disclosed by the party disclosing the information either prior to or subsequent to the receipt of such information by the receiving party; (ii) is or becomes generally known in the trade through no fault of the receiving party; (iii) is lawfully disclosed to the receiving party by a third person to this Agreement who has lawfully acquired the Confidential Information; or (iv) was independently developed by the receiving party; provided, however, that the receiving party hereby stipulates and agrees that, if it seeks to disclose, display, divulge, reveal, report, publish or transfer, for any purpose whatsoever, any Confidential Information, such receiving party will bear the burden of proving that any such information was independently developed or is or became publicly available without any such breach.

A party’s failure to mark any Confidential Information as confidential, protected or proprietary will not affect its status as Confidential Information under this Agreement.

(c) Non-Use. Each party acknowledges that, in performing its obligations and exercising its rights hereunder, a party may acquire the Confidential Information of the other party. As a material inducement to the other party to disclose such Confidential Information, each party covenants and agrees that it will not, except with the prior written consent of the other party, at any time directly by itself or indirectly through any agent or employee: (i) reproduce, distribute, transmit, publicly display, modify, create derivative works based upon, or disclose, deliver, display, divulge, reveal, report, publish or transfer to any person or entity, for any purpose whatsoever, any Confidential Information of the other party or (ii) use Confidential Information of the other party for any purpose other than in connection with the performance of its obligations or the exercise of its rights hereunder. Each party further covenants and agrees to handle the Confidential Information of the other party in the same manner that the party handles its own most confidential information and, in any event, to take all steps reasonably necessary to preserve the confidentiality of Confidential Information, including without limitation adopting appropriate confidentiality policies, inserting appropriate confidentiality terms in agreements with all employees and subcontractors, and maintaining Confidential Information in a manner designed to assure that it will not be used or disclosed improperly. Each party acknowledges and agrees that disclosure of Confidential Information that is required by public information requests or other laws is specifically allowed under this Agreement, and such disclosure is excepted from the requirements of this Section 9(c).

(d) Data Aggregation. Notwithstanding any other provision herein, SHS shall have the right to access, compile, aggregate and use Subscriber Data for statistical analysis, benchmarking and research purposes, provided, that the Subscriber Data is compiled and presented in aggregate form only, without identifying or being capable of identifying the source of the Subscriber Data; (ii) any employee, enrollee, subscriber, beneficiary, or other individual; or (iii) an employer, trade group, insured, insurer or any other entity. To the extent that any Subscriber Data is compiled or aggregated by SHS in accordance with the terms herein (collectively, the “Aggregate Data”), such Aggregate Data will be owned solely by SHS and may be used by SHS for any lawful business purpose without a duty of accounting to Subscriber. Further, SHS may de-identify any and all personally identifiable Subscriber Data, and such de-identified Subscriber Data shall not be subject to the provisions of this Section 9.

(e) Notification. A party will promptly notify the other party if it becomes aware of any unauthorized use or disclosure of any Confidential Information of the other party and, at the other

party's request, will take such action as may be reasonably necessary and legally permissible to terminate or remedy any unauthorized use or disclosure that results from any act or omission of the party or any of its employees, subcontractors or agents. If a receiving party is compelled by a court or other body of competent jurisdiction to disclose the Confidential Information, the receiving party shall (to the extent legally permissible) inform the disclosing party by written notice and shall provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the Confidential Information required to be disclosed. The receiving party may then disclose only so much of the Confidential Information as is legally required to be disclosed.

10. TERMINATION.

The term of this Agreement shall continue in force without any fixed date of termination, but either party may terminate the Agreement for any reason upon thirty (30) days prior written notice to the other.

Notwithstanding the foregoing, SHS shall have the right, in addition to any other rights and remedies available to SHS, to terminate this Agreement effective immediately upon written notice to Subscriber if Subscriber violates SHS's intellectual property rights, the restrictions in Section 2, the obligations of Sections 6, 7 and 8, or if Subscriber fails to pay amounts due (including if a credit card, direct debit or other payment transaction fails for any reason). If the Agreement is terminated by the Subscriber, any fees which have been paid in advance will be retained by SHS without any refund or proration. If the Agreement is terminated by SHS without fault of Subscriber, the unused portion of fees paid in advance will be reimbursed to the Subscriber. Subscriber agrees that in the event this Agreement is terminated, in whole or in part, Subscriber shall cease using and remove, destroy, or return to SHS the SHS Product and all parts thereof, including all copies, modifications and merged portions, regardless of form. In the event that Subscriber fails to remove, destroy or return the SHS Product as set forth above, SHS shall have the right to enter the Subscriber's premises to the extent allowed by law to access the Subscriber's computer systems for the purpose of removing or destroying the SHS Product.

11. SEVERABILITY AND GOVERNING LAW.

Should any section or any part of a section within this Agreement be rendered void, invalid or unenforceable by any court or law for any reason, such invalidity or unenforceability shall not void or render invalid or unenforceable any other section or part of a section to this Agreement. This Agreement will be governed by the law of the State of Indiana without regard to its principles of conflicts of laws. The parties stipulate and agree that any litigation arising from or relating to this Agreement will be filed and prosecuted before a court of competent subject matter jurisdiction in Marion County, Indiana. The parties consent to the jurisdiction of such courts over them, stipulate to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts based on the alleged inconvenience, inefficiency or unfairness of such courts.

12. DISCLAIMER OF WARRANTY AND LIMITATION ON DAMAGES.

THE SHS PRODUCT ALONG WITH ANY SERVICES, MATERIALS OR OTHER PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SHS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY CUSTOM OR TRADE USAGE), INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY,

DESIGN AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SHS, ITS AGENTS OR EMPLOYEES IN PERFORMING ITS OBLIGATIONS HEREUNDER WILL CREATE ANY WARRANTY. FURTHER, SHS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF ANY SHS PRODUCT OR WITH RESPECT TO THE CORRECTNESS, ACCURACY, AVAILABILITY, RELIABILITY OF SUCH SHS PRODUCT OR OTHERWISE.

SUBSCRIBER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT THE SHS PRODUCT UTILIZES 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 SHS, AND THAT OFTEN DATABASES, AND IN PARTICULAR SEX OFFENDER REGISTRIES, MAY NOT BE COMPLETE OR UPDATED. SUCH DATABASES MAY HAVE ERRORS, MAY BE TEMPORARILY NOT WORKING AT THE TIME OF SEARCH, AND IN GENERAL MAY NOT IN ALL CASES CONTAIN ACCURATE INFORMATION. SUBSCRIBER RECOGNIZES THAT SHS CANNOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED WHERE SUCH INFORMATION IS OBTAINED FROM PUBLIC RECORDS AND OTHER THIRD PARTY SOURCES AND SUBSCRIBER ACKNOWLEDGES THAT SUCH INFORMATION MAY NOT ALWAYS BE ACCURATE OR CURRENT.

SHS's entire liability and Subscriber's exclusive remedy under this Agreement shall be, at SHS's option, either (a) within thirty (30) days of delivery of the SHS Product payment to the Subscriber of an amount equal to the amount of fees (excluding any state fees) paid by Subscriber in the preceding six (6) months, (b) replacement of the SHS Product with a new SHS Product, or (c) immediate termination of this Agreement. If the failure of the SHS Product has resulted from accident, abuse, or misapplication, SHS shall have no responsibility to replace the SHS Product or refund the fees paid.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NEITHER SHS NOR ITS EMPLOYEES, CONTRACTORS, AGENTS AND SUPPLIERS WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SHS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH SHS PRODUCT EVEN IF SHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. INJUNCTIVE RELIEF.

Each party stipulates and agrees that: (a) SHS will suffer irreparable harm in the event of any breach by Subscriber of the provisions of Sections 4, 6, 7 or 8; (b) Subscriber will suffer irreparable harm in the event of any breach by SHS of the provisions of Sections 7 and 8, and that monetary damages will be inadequate to compensate the non-breaching party for any such breach. Accordingly, each party stipulates and agrees that, in the event of a breach or threatened breach (a) by Subscriber of the provisions of Sections 4, 6, 7 or 8, or (b) by SHS of the provisions of Section 7, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity, the non-breaching party will be entitled to a temporary restraining order,

preliminary injunction and permanent injunction in order to prevent or restrain any such breach or threatened breach.

14. PUBLICITY.

SHS shall have the right, at its expense, to list Subscriber in its general listing of customers, and issue press releases regarding the general nature of the software and services provided under this Agreement. Except as provided in the foregoing sentence, neither party shall, in connection with its activities under this Agreement, use the name, trade name, trademark or service mark of the other party in any way without the prior written consent of the other party, which consent may be withheld in the sole discretion of the party.

15. FORCE MAJEURE.

SHS shall not be liable to Subscriber or deemed in breach of this Agreement for its failure or delay in performing any of its obligations under this Agreement during any period in which such performance is rendered impracticable or impossible due to circumstances beyond SHS's reasonable control, including, but not limited to, acts of God, fire, explosion, flood, drought, riot, sabotage, terrorism, war, invasion, embargo, strikes or other labor trouble, failure in whole or in part of suppliers to deliver materials, equipment or machinery, interruption of or delay in transportation or telecommunications or compliance with any order or regulation of any government entity acting with color of right.

16. MISCELLANEOUS.

(a) This Agreement and the Registration Form is the complete and exclusive statement of the agreement between SHS and Subscriber, superseding all prior agreements, representations, proposals, oral or written, and all other communications between the parties relating to the subject matter hereof.

(b) All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns; provided, however, the Subscriber may not assign this Agreement without the prior written consent of SHS.

(c) The Registration Form and this Agreement may be modified by SHS from time to time, and any changes will be posted to SHS's website.

(d) This Agreement may be modified only by a writing executed by both parties. (e) If any provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such provision(s) or part(s) shall be stricken from this Agreement and shall not affect the legality, enforceability or validity of the remainder of this Agreement. (f) This Agreement shall be effective at such time as Safe Hiring Solutions has sent written notification, whether via U.S. Mail, facsimile, e-mail or otherwise to Subscriber indicating its acceptance of the terms and conditions of this Agreement.

(g) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitute one and the same document.

(h) Waiver. A failure or delay by either party in enforcing any provision or pursuing any remedy available under this Agreement, or a waiver of any provision by that party, will not operate as or be construed as (i) a waiver of any subsequent breach of this Agreement by the other party or (ii)

a waiver of the party's right at any later time to require strict compliance with all provisions of this Agreement.

The Subscriber has executed this agreement on **July 13, 2021 05:36 PM**

A handwritten signature in black ink that reads "Mary Prows". The signature is written in a cursive style and is positioned above a solid horizontal line.

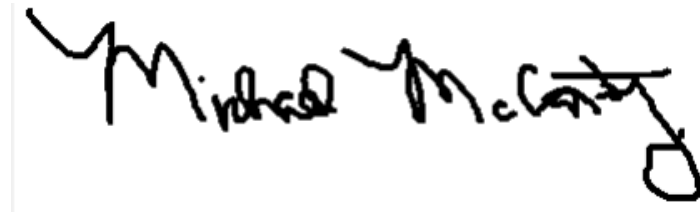
Name: Mary Prows

Title: Executive Director

Organization: The Training Center

Email: trainingcentermarion@gmail.com

Accepted by Safe Hiring Solutions LLC on **July 13, 2021 05:36 PM**

A handwritten signature in black ink that reads "Michael McCarty". The signature is written in a cursive style and is positioned above a solid horizontal line.

Michael McCarty

CEO

Safe Hiring Solutions

EXHIBIT "A"
"ACCESS SECURITY REQUIREMENTS"

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports and investigative consumer reports. In electronically signing the Safe Hiring Solutions Agreement, you agree to follow these measures:

1. You must protect your Safe Hiring Solutions User ID 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.
2. Do not discuss your Safe Hiring Solutions User ID and passwords by telephone with any unknown caller, even if the caller claims to be an employee of Safe Hiring Solutions.
3. Restrict the ability to obtain consumer information to a few key personnel.
4. Place all terminal devices used to obtain consumer information in a secure location within your facility. You should secure these devices so that unauthorized persons cannot easily access them.
5. After normal business hours, be sure to turn off and lock all devices or systems used to obtain consumer information.
6. Secure hard copies and electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.
7. Shred or destroy all hard copy consumer reports when no longer needed.
8. Erase or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
9. Make all employees aware that your company can access consumer information only for the permissible purposes under the Fair Credit Reporting Act and may not be passed to any other entity or ordered on behalf of any other entity.

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. The Fair Credit Reporting Act, enforced by the Federal Trade Commission (FTC), imposes criminal penalties of up to \$5000 and a year in prison against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency (Safe Hiring Solutions is a consumer reporting agency) under false pretenses.

Record Retention: It is important that you keep consumer 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 consumer 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.)

EXHIBIT "B"
FCRA REQUIREMENTS
FEDERAL FAIR CREDIT REPORTING ACT (FCRA - 15 U.S.C. 1681 ET SEQ)

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as the user of information. We have included a Notice to Users of Consumer Reports with your account application. We suggest that you and your employees become familiar with the following sections in particular.

§604. Permissible Purposes of Reports

§615. Conditions of Disclosures to Consumers

§616. Requirements of Users of Consumer Reports

§617. Civil Liability for Willful Noncompliance

§619. Civil Liability for Negligent Noncompliance

§620. Obtaining Information Under False Pretenses

§623. Unauthorized Disclosures by Officer or Employee

Each of these sections are of direct consequence to users who obtain reports on consumers.

We strongly endorse the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state law addressing such topics as computer crime and unauthorized access to protected bases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate.

We support consumer reporting legislation that will ensure fair and equitable treatment for all consumers and users of credit information.

EXHIBIT "C"

FCRA INVESTIGATIVE CONSUMER REPORT

An Investigative Consumer Report is a special type of consumer report where the information is gathered through personal interviews (by phone calls or in person) of neighbors, associates of the employee or applicant reported on, or from other personal acquaintances or persons who may have knowledge about information bearing on the applicant's or employee's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living, if this information is used or expected to be used or collected for employment purposes. In addition to the disclosure requirements identified in the Agreement, if the consumer makes a written request within a reasonable amount of time, End User will provide:

1. Information about whether an investigative consumer report has been requested;
2. If an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and
3. Safe Hiring Solution contact information, including complete address and toll-free telephone number.

This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the later.

EXHIBIT "D"

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is

frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:

- 1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.
- b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:

CONTACT:

- a. Bureau of Consumer Financial Protection 1700 G Street NW

Washington, DC 20006

- b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580
(877) 382-4357

2. To the extent not included in item 1 above:

- a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks
- b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act
- c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations
- d. Federal Credit Unions

3. Air carriers

4. Creditors Subject to Surface Transportation Board

5. Creditors Subject to Packers and Stockyards Act

6. Small Business Investment Companies

7. Brokers and Dealers

8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations

9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

a. Office of the Comptroller of the Currency Customer Assistance Group
1301 McKinney Street, Suite 3450 Houston, TX 77010-9050

b. Federal Reserve Consumer Help Center P.O. Box 1200
Minneapolis, MN 55480

c. FDIC Consumer Response Center 1100 Walnut Street, Box #11
Kansas City, MO 64106

d. National Credit Union Administration Office of Consumer Protection
(OCP)

Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street
Alexandria, VA 22314

Asst. General Counsel for Aviation Enforcement & Proceedings

Department of Transportation

400 Seventh Street SW
Washington, DC 20590

Office of Proceedings, Surface Transportation Board Department of Transportation
1925 K Street NW
Washington, DC 20423

Nearest Packers and Stockyards Administration area supervisor

Associate Deputy Administrator for Capital Access United States Small Business
Administration 406 Third Street, SW, 8th Floor Washington, DC 20416

Securities and Exchange Commission

100 F St NE
Washington, DC 20549

Farm Credit Administration

1501 Farm Credit Drive
McLean, VA 22102-5090

FTC Regional Office for region in which the creditor operates or

Federal Trade Commission: Consumer Response Center – FCRA

Washington, DC 20580

(877) 382-4357

EXHIBIT “E”

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau’s website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection’s website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau’s website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF

CONSUMER REPORTS A. Users Must Have a

Permissible Purpose

Congress has limited the use of consumer reports to protect consumers’ privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)

- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a

negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the

CRA if the consumer makes a request within 60 days.

- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report

information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in

the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators.

The Consumer Financial Protection Bureau regulations will be available at

www.consumerfinance.gov/learnmore/.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at www.consumerfinance.gov/learnmore/.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based

pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) (“Notice to the Home Loan Applicant”).

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in

Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
 - Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
 - Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer’s rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer’s rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYMENT INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give

consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 614(d). This practice is known as “prescreening” and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.*

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:

(1) the identify of all end-users;

(2) certifications from all users of each purpose for which reports will be used; and

(3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:

15U.S.C. 1681

Section 603 15U.S.C. 1681a
Section 604 15U.S.C. 1681b
Section 605 15U.S.C. 1681c
Section 605A 15U.S.C. 1681c-1
Section 605B 15U.S.C. 1681c-2
Section 606 15U.S.C. 1681d
Section 607 15U.S.C. 1681e
Section 608 15U.S.C. 1681f
Section 609 15U.S.C. 1681g
Section 610 15U.S.C. 1681h
Section 611 15U.S.C. 1681i
Section 612 15U.S.C. 1681j
Section 613 15U.S.C. 1681k
Section 614 15U.S.C. 1681l
Section 615 15U.S.C. 1681m
Section 616 15U.S.C. 1681n
Section 617 15U.S.C. 1681o
Section 618 15U.S.C. 1681p
Section 619 15U.S.C. 1681q
Section 620 15U.S.C. 1681r
Section 621 15U.S.C. 1681s
Section 622 15U.S.C. 1681s-1
Section 623 15U.S.C. 1681s-2
Section 624 15U.S.C. 1681t
Section 625 15U.S.C. 1681u
Section 626 15U.S.C. 1681v
Section 627 15U.S.C. 1681w
Section 628 15U.S.C. 1681x
Section 629 15U.S.C. 1681y

TRAINING CENTER INCORPORATED Application Information

Organization Information for: TRAINING CENTER INCORPORATED
INCORPORATED

DBA: TRAINING CENTER

Phone: (765) 573-4599

Fax:

Physical Address

2011 W 10th St

Marion, IN 46953

Mailing Address

, IN 46953

State of Incorporation: Indiana

Website: www.trainingcentermarion.com

Federal Tax ID Number: 45-1197488

Organization Type: Not For Profit

Account Set Up Contact

Main Contact
Mary Prows

Phone
(765) 573-4599

Email
trainingcentermarion@gmail.com

Partnerships and Referrals

Insurance:

-Select If Applicable-

Education:

-Select If Applicable-

Independent:

-Select If Applicable-

Referred by: