



# MEMBERSHIP APPLICATION

DATE: \_\_\_\_\_

**Important:** All information must be completed in its entirety. Please print clearly and legibly to ensure accurate and timely processing.

## General Company Information

Company Name: \_\_\_\_\_ Years in Business \_\_\_\_\_ yrs \_\_\_\_\_ mos.

Type of Ownership (indicate one):  Partnership  Sole Owner  Nonprofit  Corporation  LLC

Do you have any other company name(s) or dba?  Yes  No If Yes, please list: \_\_\_\_\_

EIN: \_\_\_\_\_ Website URL: \_\_\_\_\_

Physical Street Address (NO P.O. box numbers allowed): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ How Long? \_\_\_\_\_ Yrs \_\_\_\_\_ Mos

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ Is this a residential address:  Yes  No

Do you own or lease the building that you are currently in?  Own  Lease

Previous Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ How Long? \_\_\_\_\_ Yrs \_\_\_\_\_ Mos

## Principal of the Company

I understand that the information provided below will be used to obtain a consumer credit report, and my creditworthiness may be considered when making a decision to grant membership.

Principal name: \_\_\_\_\_

Title or Position: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Year of Birth: \_\_\_\_\_

Residential Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

## Affiliated or Parent Company Information

\* Do you have any branch offices located in the state of California?  Yes  No

Affiliated or Parent Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_



**Business Information** (Please tell us about your company.)

Type of Business: \_\_\_\_\_ Do you need a Purchase Order?  Yes  No PO# \_\_\_\_\_  
Do you have an **Investigation License**?  Yes  No **If Yes, please provide a copy with this application.**  
Estimated # of Credit Reports you will access monthly: \_\_\_\_\_  
How will you access the Credit Reports?  Personal Computer  Credit Terminal  CPU-CPU  Phone/Fax  
Do you already have a credit reporting software package?  Yes  No If Yes, what is the name? \_\_\_\_\_  
Does your company qualify for sales tax exemptions?  Yes  No If yes, please provide copy of certificate.

**Permissible Purpose/Appropriate Use** (Application WILL NOT be processed unless this information is provided.)

Please describe the **specific** purpose for which information will be used. (What will you do with the information obtained?)

**This section MUST be completed.**

**Bank Reference** (Please provide the name of the bank which maintains your BUSINESS checking account.)

Bank Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Business Checking Account Number(s): \_\_\_\_\_

**The following applies to consumer credit products (i.e. Consumer Credit Reports, Business Owners Profile, and Small Business Intelliscore).** I have read and understand the **"FCRA Requirements"** notice and the **"Access Security Requirements"** and will take all reasonable measures to enforce them within my facility. I certify that I will use the product information for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. **I WILL NOT resell the report to any third party.** I understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Type or Print Name of Owner or Officer Title

**X** \_\_\_\_\_  
Authorized Signature Date



## GUARANTY

1. For valuable consideration, the receipt and adequacy of which is hereby acknowledged, \_\_\_\_\_ (hereinafter referred to as the “Guarantor”) unconditionally guarantees to CERTIFIED EMPLOYMENT SCREENING, INC., a California corporation (hereinafter called “Obligee”) the obligations of \_\_\_\_\_ (hereinafter called “Obligor”) arising pursuant to that certain Agreement attached hereto, including the payment of any and all indebtedness of Obligor to Obligee. Guarantor acknowledges that but for Guarantor’s execution of this Guaranty and agreeing to guaranty the obligations of Obligor to Obligee, Obligee would not extend credit terms to Obligor. Guarantor represents and warrants to Obligee that he/she/it has a financial interest in the ownership and/or operations of Obligor and that Guarantor derives a pecuniary benefit from Obligee’s extension of credit to Obligor. The word “indebtedness” is used herein in its most comprehensive sense and includes any and all advances, debts, obligations, and liabilities of Obligor or any one or more of them, heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Obligor may be liable individually or jointly with others, or whether recovery may be or hereafter become barred by any statute of limitations or otherwise become unenforceable.
2. Guarantor unconditionally guarantees the payment of any and all indebtedness of Obligor to Obligee, arising out of the Agreement and Guarantor unconditionally promises to pay this indebtedness to Obligee, or order, on demand, in lawful money of the United States.
3. No right or power of Obligee under this Agreement shall be deemed to have been waived by any act or conduct on the part of the Obligee, or by any neglect to exercise that right or power, or by any delay in so doing; and every right or power shall continue in full force and effect until specifically waived or released by an instrument in writing executed by Obligee.
4. This Guaranty remains fully enforceable irrespective of any defenses or counterclaims that the Obligor may assert on the underlying debt, including but not limited to failure of consideration, breach of warranty fraud, payment, statute of frauds, bankruptcy, infancy, statute of limitations, lender liability, accord and satisfaction, and usury.
5. This Guaranty and the liability and obligation of Guarantor under this Agreement is binding upon Guarantor and his respective heirs, executors, and assigns, and inure to the benefit of and are enforceable by Obligee and its successors, transferees, and assigns.
6. This Guaranty shall be deemed to be made under, and shall be governed by, the laws of the State of California in all respects, including matters of construction, validity, and performance, and its terms and provisions may not be waived, altered, modified, or amended except in writing duly signed by an authorized officer of Obligee and by Guarantor.
7. If any provision of this Guaranty contravenes or is held invalid under the laws of any jurisdiction, this Guaranty shall be construed as though it did not contain that provision, and the rights and liabilities of the parties to this Agreement shall be construed and enforced accordingly. In the event that any party is required to employ attorneys to enforce the provisions of this Guaranty, or any part of any judgment entered hereon, the Court and/or Arbitration Panel shall award the prevailing party reasonable attorneys’ fees. Any controversy or claim arising out of this Guaranty, or the breach thereto, shall be settled by **binding** arbitration in accordance with the California Arbitration Act, 1280 through 1294.2 of the California Code of Civil Procedure, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

The undersigned Guarantor has executed this Guaranty on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Print Name of Guarantor





## EMPLOYMENT SCREENING SERVICE AGREEMENT

This Service Agreement (Agreement) is made and entered into as of the date last written below between **CERTIFIED EMPLOYMENT SCREENING, INC.**, a California corporation (“CES”), a consumer agency, and \_\_\_\_\_ (User).

### PROVISION OF CREDIT REPORTS

1. CES agrees to provide User with consumer credit reports (“Credit Reports”) for employment screening purposes.
2. User covenants that whenever it requests a Credit Report from CES, it will use the information solely for the employment purposes allowed and in accordance with the provisions of 15 USC §1681 et seq., the Fair Credit Reporting Act (FCRA), and the California Consumer Reporting Agencies Act, as they may be amended from time to time, and for no other purposes.
3. User covenants that whenever a Credit Report is requested, said request is based upon authority and consent of the applicant (Applicant) and will maintain documentation for such authorization for a minimum of five (5) years. User acknowledges and understands that CES will rely on this representation and covenant in providing User with Consumer Reports and has no independent obligation to obtain written authorization from the Applicant to provide User with the Consumer Report.
4. User certifies that it will not request a Consumer Report for Employment Purposes unless:
  - (A) A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;
  - (B) The consumer has authorized in writing the procurement of the report; and
  - (C) Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
5. User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer:
  - (A) A copy of the Consumer Report for Employment Purposes; and
  - (B) A copy of the consumer’s rights, in the format approved by the Federal Trade Commission, which not is attached hereto as “ A Summary of Your Rights Under the Fair Credit Reporting Act” and the User Certification attached hereto.
6. User acknowledges and understands that Public Law 91-508 (FCRA) provides as follows:

**“ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, UNITED STATES CODE, IMPRISONED NOT MORE THAN 2 YEARS, OR BOTH”**

\_\_\_\_\_ By initialing here, I acknowledge that I have read and understand the above.



## LEGAL COMPLIANCE, AUDITS AND SECURITY MATTERS

7. User hereby agrees to comply with all policies and procedures instituted by CES and required by CES's consumer reporting vendors as set forth in Appendix A,B and C attached hereto and made a part hereof, as well as any future policies communicated to User. CES will give User as much notice as possible prior to the effective date of any such new policies required in the future however, does not guarantee that reasonable notice will be possible. User may terminate this agreement at any time after notification of a change in policy in the event User deems such compliance as not within its best interest.
8. User agrees that CES or CES's consumer reporting vendor shall have the right to audit records of User that are relevant to the provision of services set forth in this Agreement. User further agrees that it will respond within a requested time frame for information requested by CES's consumer reporting vendor regarding information provided by such vendor. User understands that such vendor may suspend or terminate access to the vendor's information in the event User does not cooperate with such an investigation.
9. User understands and agrees that, notwithstanding the fact that under federal law User may have several permissible purposes to obtain consumer reports, User **shall only obtain such reports on a consumer which involves the consumer in connection with an employment application.**
10. (A) Attached hereto and made a part hereof as Exhibit A is a notice promulgated by the Federal Trade Commission (FTC) relating to the responsibilities of users of consumer reports. During the term of this Agreement, User agrees to comply with all federal, state and local statutes, regulations and rules applicable to it, including, without limitation the FCRA, with any changes enacted to the FCRA during the term of this Agreement, the Gramm-Leach Bliley Act (GLB) and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, and any regulations or limitations promulgated by CES's consumer reporting vendor. Without limiting the foregoing, CES may from time to time notify User of new additional, updated or new requirements relating to such laws, compliance with which will be a condition of CES's continued provision of the credit information to User, and User shall utilize training materials to train and educate its employees in proper security procedures consistent with industry standards. In addition, such new requirements might require price increases. User agrees to comply with any such new requirements no later than thirty (30) days after it actually receives notice from CES and such requirements shall be incorporated into this Agreement by this reference. User understands and agrees that CES may require evidence, including a certification that User understands and will comply with applicable laws. User certifies that it is not one of the businesses listed in Exhibit B attached hereto and made a part hereof.  
  
(B) User will implement strict security procedures designed to ensure that User's employees and customers use the services and the credit information in accordance with this Agreement and for no purposes other than as permitted by this Agreement. User agrees to comply with CES's "**Access Security Requirements**" attached hereto and made a part hereof. User will treat and hold the services and the credit information in strict confidence and will restrict access to the services and the credit information to User's employees and customers who agree to act in accordance with the terms of this Agreement and applicable law. User will inform User's employees and customers to whom any credit information is disclosed of the provisions of this Agreement. User agrees to indemnify CES and its consumer reporting vendors for any claims or losses incurred by CES or its consumer reporting vendors as a result of the misuse of the services or the credit information by User or User's affiliates, employees, agents, subcontractors or customers in violation of this Agreement.

\_\_\_\_\_By initialing here, I acknowledge that I have read and understand the above.



11. (a) User shall notify CES of any breach of the security of consumer reporting data if the personal information of the consumer(s) was, or is reasonably believed to have been, acquired by an unauthorized person within 24 hours following discovery thereof.
- (b) In the event of such a breach, User agrees to cooperate with CES and with CES's consumer reporting vendor(s) in any investigation relating thereto. The nature and timing of any notifications required herein shall be under the control of CES's consumer reporting vendor, unless otherwise required by law.
- (c) For purposes of this Agreement, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.
- (d) For purposes of this Agreement, "personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:
- (1) Social Security Number
  - (2) Driver's License Number
  - (3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.
- (e) For purposes of this Agreement, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (f) For purposes of this Agreement, "notice" may be provided by one of the following methods:
- (1) Written notice
  - (2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.
  - (3) E-mail notice when the User has an e-mail address for the subject persons
  - (4) Conspicuous posting of the notice on the web site of the User.
- (g) The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.
- (h) The notification may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.
- (i) In the event the breach is determined by CES's consumer reporting vendor to be within the control of the User:
- (1) User shall provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one year in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or identity theft from at least one of the national consumer credit reporting bureaus, and
  - (2) CES's consumer reporting vendor and CES may assess User an expense recovery fee.

\_\_\_\_\_By initialing here, I acknowledge that I have read and understand the above.



12. If approved by CES and CES's consumer reporting vendors, User may deliver the consumer credit information to a third party, secondary user with which User has an ongoing business relationship for the permissible use of such information. CES's consumer reporting vendor may charge a fee for the subsequent delivery of report to secondary users.
13. User agrees that CES may verify, through audit or otherwise, that User is in fact the end user of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity.
14. User agrees to notify CES of any change of ownership of control fifteen days prior to any such change. CES may require the new ownership to re-apply for the services provided for herein and may require a new physical inspection in the event the office location is changed.
15. User hereby authorizes CES to provide copies of any information regarding User to CES's consumer reporting vendors.
16. User agrees that CES may monitor User on an ongoing basis to determine User's compliance with applicable law and the provisions of this Agreement. In the event CES determines that User is not in compliance with applicable law or this Agreement, User may immediately discontinue services under this Agreement. User shall remain responsible for the payment for any services provided to User by CES prior to any such discontinuance.
17. CES will provide and User will utilize training and training materials in order for User to comply with the FCRA and with the policies and procedures required by CES's consumer reporting vendors.

### **CONFIDENTIALITY**

18. All reports obtained by User from CES will be kept strictly confidential by User. If User denies credit either wholly or in part because of the information contained in the Consumer Report provided by CES, User will immediately supply consumer with the name and address and telephone number of CES.

### **ACCURACY OF INFORMATION**

19. The Consumer Reports are intended to be an aid in User's decision to grant or deny credit to Applicant. CES follows reasonable procedures to assure the accuracy of information reported in the Consumer Reports. The information set forth in the Consumer Report is obtained by CES from sources deemed reliable. However, User acknowledges, understands, and agrees that CES and its consumer reporting vendors are not an insurer of and does not guarantee the accuracy of the information and shall not be responsible or liable for any loss caused by any inaccurate or incomplete information.
20. User acknowledges and agrees that in the event CES or its consumer reporting vendors inadvertently furnish inaccurate information in the credit report, that damages resulting from the provision of the inaccurate information would be extremely difficult to determine. Accordingly, User and CES agree that in the event CES provides User with information subsequently determined to be inaccurate, User's sole and exclusive remedy is to have:
  - 1) CES re-run the credit report at CES's sole cost, and expense, or
  - 2) Obtain a refund for the cost of the credit report.

\_\_\_\_\_ By initialing here, I acknowledge that I have read and understand the above.



### **INDEMNITY OF CES**

21. User agrees to indemnify and hold harmless CES, its officers, directors, shareholders, attorneys, agents, affiliates, and assigns and its consumer reporting vendors any and all claims, damages, actions, or causes of action, including attorney's fees, court costs, and investigator's fees, arising from or relating to, the disclosure or accuracy of any of the information contained in the Consumer Report, and/or any violation of the FCRA, or any other applicable statute, regulation, or administrative decision.

### **FEES**

22. User agrees to pay CES its charges for Consumer Reports as set forth in CES's schedule of charges ("Monthly Statement").

### **CREDIT LINE**

23. User agrees that CES may establish a credit line ("Credit Line") for User's convenience, and that User's credit balance at any one time will not exceed User's Credit Line. User will be advised of its Credit Line when its account is approved. User agrees that CES may change User's Credit Line from time to time based upon CES's evaluation of changes in User's credit capacity, and User's performance under this account in its sole and unfettered discretion by providing written notice of its intent to do so not less than 24 hours prior to the date of the Credit Line reduction is to take effect.

### **FINANCE CHARGE**

24. When there is a balance on User's account, which is 31 days or older, User will be assessed a Finance Charge at the rate of ten percent (10%) per annum of the highest rate allowable by law per month until paid.

### **DEFAULT**

25. In the event User does not pay any Monthly Statement when due, or breaches any other term of this Agreement, CES reserves the right to immediately demand the entire unpaid balance be paid immediately, and to start collection activity, including turning the unpaid account balance over to a collection agency or to start a lawsuit for collection of this balance. User agrees to pay all reasonable collection fees, attorney fees, investigator fees and court costs if User's account is referred for collection to either an agency or attorney regardless of whether or not suit is ultimately initiated by CES.

### **CREDIT CAPACITY**

26. User gives CES the right to verify User's bank references, personal credit capacity and credit history of any and all of the principals of User and all guarantors of User. CES is authorized to furnish information about the account and guarantors to credit report bureaus and others who may lawfully receive the information.

### **TERMINATION**

27. User and CES have the right to cancel this Agreement at any time as it relates to future orders which User orders from CES by providing 24 hours written notice to User. In addition, CES shall have the right to immediately terminate this Agreement for any reason at any time and without notice.

\_\_\_\_\_ By initialing here, I acknowledge that I have read and understand the above.



**SECURITY**

28. In the event User fails to pay any Monthly Statement when due, User hereby grants to CES the right to receive direct payment for any and all orders on that Monthly Statement directly from Applicant’s escrow holder, if any. User hereby grants CES a power of attorney, coupled with an interest, such that CES can instruct escrow holders to pay over to CES, from funds due User, the balance due CES for the Consumer Report pertaining to the Applicant.

**COMPLETE AGREEMENT, AMENDMENT AND SUPERSEDE**

29. (A) All understandings and agreements, whether written or oral, with respect to this transaction are merged in this Agreement and its Exhibits and Appendices which fully and completely expresses the agreement of the parties. There are no representations, warranties, or agreements except as specifically and expressly set forth in the Agreement.

(B) This Agreement may not be waived, altered or modified except by a written agreement of the party to the terms of this Agreement.

(C) The terms of this Agreement will prevail over and supersede the terms of any subsequent document unless such subsequent document is executed by the party and expressly references the section(s) of this Agreement intended to be modified, amended or expanded.

**NOTICES**

30. (A) Any and all notices, requests, demands and communications called for or contemplated hereunder must be in writing and shall be deemed to have been given when delivered to the party to whom addressed by personal hand delivery or by e-mail or seventy-two (72) hours after deposit in any United States post office, sent by registered mail or certified mail, return receipt requested, postage prepaid, and addressed to the parties, their assigns, or their successors-in-interest at address indicated by the parties below their signature to this Agreement. Notices shall be as follows:

If to CES:  
Certified Employment Screening, Inc.  
1180 Olympic Drive #207  
Corona, CA 92881  
800-769-7615 Phone  
800-769-7616 Fax  
Email: [info@certifiedcredit.com](mailto:info@certifiedcredit.com)

If to USER:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

(B) The addresses may be changed by giving written notice of such change in the manner provided in this Paragraph 31 for giving notice.



**SEVERABILITY**

31. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be effective to the extent of such invalidity, illegality, unenforceability, without affecting any remaining provisions hereof in such jurisdiction or render that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

**GOVERNING LAW**

32. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of California.

**FURTHER INSTRUMENTS**

33. Each party will, upon the reasonable request of the other party, from time to time, execute and deliver to such other party, all such instruments, documents, or further assurance or otherwise, and will do any and all such acts and things as may be reasonably required to carry out the obligations of such party hereunder and to consummate the transactions contemplated hereby.

**BINDING AGREEMENT**

34. This Agreement shall be of no force or effect until executed by a duly authorized representative of CES at CES's corporate headquarters in Corona, California

\_\_\_\_\_ (initials) I, the End User, have read and understand Appendix A – Equifax Requirements

\_\_\_\_\_ (initials) I, the End User, have read and understand Appendix B – Experian Requirements

\_\_\_\_\_ (initials) I, the End User, have read and understand Appendix C – Trans Union Requirements

\_\_\_\_\_ (initials) I, the End User, have read and understand Exhibit A–Obligations of Users under the FCRA

\_\_\_\_\_ (initials) I, the End User, have read and I am not part of any excluded companies listed in Exhibit B

**\_\_\_\_\_ (initials) I, the End User, understand and agree that a true and correct copy may be substituted for originals of these documents.**



I understand that the above items are also available for review at any time at <http://www.certscreen.com>.

The undersigned has direct knowledge of the facts set forth in this Agreement.

DATED: \_\_\_\_\_, 2\_\_\_\_\_

CES: CERTIFIED EMPLOYMENT SCREENING, INC.  
A California Corporation

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_, 2\_\_\_\_\_

USER:  
Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



## Access Security Requirements

We must work together to protect the privacy and information of consumers. The following information security measures are designed to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to employ an outside service provider to assist you. Capitalized terms used herein have the meaning given in the Glossary attached hereto. Certified Employment Screening reserves the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security.

In accessing Certified Employment Screening's services, you agree to follow these security requirements:

### **1. Implement Strong Access Control Measures**

- 1.1 Do not provide your Certified Employment Screening Login ID or passwords to anyone. No one from Certified Employment Screening will ever contact you and request your Login ID or password.
- 1.2 Proprietary or third party system access software must have Certified Employment Screening Login ID and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3 You must request your Login ID password be changed immediately when:
  - any system access software is replaced by another system access software or is no longer used;
  - the hardware on which the software resides is upgraded, changed or disposed of
- 1.4 Protect Certified Employment Screening Login ID(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Login ID(s) and password (s).
- 1.5 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to Certified Employment Screening's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.6 Ensure that user Login IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.7 Keep user passwords Confidential.
- 1.8 Develop strong passwords that are:
  - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.9 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.10 Active logins to credit information systems must be configured with a 30 minute inactive session, timeout.
- 1.11 Restrict the number of key personnel who have access to credit information.
- 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.13 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- 1.14 Implement a process to terminate access rights immediately for users who access Experian, Equifax and TransUnion credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.

\_\_\_\_\_ By initialing here, I acknowledge that I have read and understand the above.



- 1.15 After normal business hours, turn off and lock all devices or systems used to obtain credit information.
- 1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

## **2. Maintain a Vulnerability Management Program**

- 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
- 2.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
  - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
  - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
  - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
  - Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
  - If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
  - Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
  - Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

## **3. Protect Data**

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 3.2 All Experian, TransUnion and Equifax data is classified as Confidential and must be secured to this requirement at a minimum.
- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 3.4 Encrypt all Experian, TransUnion and Equifax data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.
- 3.5 Only open email attachments and links from trusted sources and after verifying legitimacy.

\_\_\_\_\_By initialing here, I acknowledge that I have read and understand the above.



#### **4. Maintain an Information Security Policy**

- 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 4.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

#### **5. Build and Maintain a Secure Network**

- 5.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.
- 5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- 5.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
- 5.4 Any stand alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.
- 5.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
- 5.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

#### **6. Regularly Monitor and Test Networks**

- 6.1 Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
- 6.2 Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access Experian systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
  - protecting against intrusions;
  - securing the computer systems and network devices;
  - and protecting against intrusions of operating systems or software.

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***Record Retention:*** *The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, Certified Credit Reporting requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 60 months (5 years). When conducting an investigation, particularly following a consumer complaint that your company impermissibly accessed their credit report, Certified Employment Screening will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.*

*“Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation.”*

**I agree to implement and adhere to the above controls.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name / Title



**Glossary**

Term	Definition
<b>Computer Virus</b>	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.
<b>Confidential</b>	Very sensitive information. Disclosure could adversely impact your company.
<b>Encryption</b>	Encryption is the process of obscuring information to make it unreadable without special knowledge.
<b>Firewall</b>	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
<b>Information Lifecycle</b>	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
<b>IP Address</b>	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices - including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its' own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.
<b>Peer-to-Peer</b>	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.
<b>Router</b>	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.
<b>Spyware</b>	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.
<b>SSID</b>	Part of the Wi-Fi Wireless LAN, a service set identifier (SSID) is a code that identifies each packet as part of that network. Wireless devices that communicate with each other share the same SSID.
<b>Subscriber Code</b>	Your seven digit Experian account number.
<b>WEP Encryption</b>	(Wired Equivalent Privacy) A part of the wireless networking standard intended to provide secure communication. The longer the key used, the stronger the encryption will be. Older technology reaching its end of life.
<b>WPA</b>	(Wi-Fi Protected Access) A part of the wireless networking standard that provides stronger authentication and more secure communications. Replaces WEP. Uses dynamic key encryption verses static as in WEP (key is constantly changing and thus more difficult to break than WEP).

\_\_\_\_\_ By initialing here, I acknowledge that I have read and understand the above.



## USER CERTIFICATION OF USE FOR EMPLOYMENT REPORTS

In compliance with the Federal Fair Credit Reporting Act as amended (the “Act”), \_\_\_\_\_ (“User”) hereby certifies to Certified Employment Screening, Inc (“CES”), as follows:

1. User represents and warrants that prior to the direct or indirect procurement of a consumer report for employment related purposes (“Report”), User will:
  - (A) present to each prospective subject of a consumer report, i.e., the consumer, a clear and conspicuous written disclosure notice, that a consumer report may be obtained for employment related purposes; and
  - (B) obtain the consumer’s written authorization permitting the procurement of the report by the User in the form annexed hereto.
2. **Prior** to taking any adverse action based in whole or in part on a Report, User shall provide to the consumer to whom the Report relates:
  - (A) a copy of the report; and
  - (B) a copy of the consumer’s written authorization; and
  - (C) a description in writing of the consumer’s rights under the Act, “A Summary of Your Rights Under the Fair Credit Reporting Act”, in the form attached hereto.
3. **After** taking adverse action based in whole or in part on a Report, User shall provide to the consumer to whom the Report relates:
  - (A) the name, address and telephone number of the consumer reporting agency providing the report;
  - (B) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the consumer the specific reasons why the adverse action was taken; and
  - (C) provide notice to the consumer of his right to obtain a free copy of his report from the consumer reporting agency issuing the report within 60 days of the notice and to dispute the accuracy or completeness of any information in the consumer report.
4. User further represents and warrants that the information from the Report will be used solely for purposes permitted under the Act and shall not be used in violation of any applicable federal or state equal employment opportunity law or regulation including without limitation, the Consumer Credit Protection Act 15 USC 1671, et. Seq., and User agrees to indemnify and defend CES from any loss, claim or cause of action, including attorney’s fees arising from User’s breach or violation of any term set forth herein.

User hereby acknowledges receipt of the Summary of Consumer Rights:

\_\_\_\_\_  
Name of User

\_\_\_\_\_  
Officer’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



Para información en español, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escriba a la FTC Consumer Response Center, Room 130-A, 600 Pennsylvania Avenue NW, Washington, DC 20580.

## A SUMMARY 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.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580.**

- **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 receive one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) 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.ftc.gov/credit](http://www.ftc.gov/credit) 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.ftc.gov/credit](http://www.ftc.gov/credit).



- **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 **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.ftc.gov/credit](http://www.ftc.gov/credit).

**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. Federal enforcers are:**

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission Consumer Response Center – FCRA Washington, DC 20580 877-382-4357
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center 2345 Grand Avenue, Suite 100 Kansas City, MO 64108-2638 877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051



# FAX COVER SHEET

Send completed package to: 407-891-8453

Company Name:

Company Phone:

Company Fax:

Company Address:

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**Returning the following items will ensure your application is processed in a timely manner**

- Fax ALL pages of package to the above number
- Make sure all \_\_\_\_\_blanks are completed
- Make sure all pages are initialed where required
- Make sure all pages that require a signature are signed
- Include a copy of City/County Business License (a/k/a Occupational or Tax Receipt)
- Include a copy of the Lease for the Current Location
- Include a copy of the Principals' Driver License
- Include a copy of telephone number verification (yellow page listing, copy of phone bill)
- Include a Letter of Intent (must be on Letterhead and include the following)
  - Nature of your business
  - Anticipated monthly volume
  - What you intend to do with information received
  - Whether your coverage will be local, regional or national

**MAIL ORIGINAL DOCUMENTS TO:  
CERTIFIED EMPLOYMENT SCREENING - COMPLIANCE  
1208 11<sup>TH</sup> STREET  
SAINT CLOUD, FL 34769**