

DATA ACCESS INC.
800-247-2365

**PRE-EMPLOYMENT SCREENING ACCOUNT
CHECK LIST**

Please complete and fax back the following items:

1. Agreement for Service (2 pgs)
2. Guarantee (1 pg) (required for small businesses, sole proprietorships and partnerships)
3. Certification (1 pg)
4. Credit Card and Check Authorization Form (1pg) (required for small businesses, sole proprietorships and partnerships)
5. Credit Application (*Verifications Performed by Sales Rep*) (2 pgs)
6. To comply with Fair Credit Reporting Act, we are **REQUIRED** to verify that you are a legitimate business and that you are who you identify yourself to be.
Please provide the following items from a, b & c:
 - a) Copy of: Business License *or* Corporate Papers;
 - b) Copy of Check *or* deposit slip from Business Checking Account.
 - c) Copy of an invoice from two (2) business references you are currently doing business with.
7. Customer must have listing with directory assistance.
If you should have any questions, feel free to give us a call and ask for sales...

800-247-2365
Fax (973) 256-2072

CUSTOMER AGREEMENT

THIS IS A CUSTOMER AGREEMENT ("Agreement") made and entered into on of the date executed by and between the following parties:

Data Access, Inc., 999 McBride Ave, Suite C205, West Paterson, NJ 07424

CustomerName: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. Services

(a) Customer certifies that the primary use of service is to obtain background reports, (which may include Credit reports), in connection with the evaluation of individuals, for employment, promotion, reassignment or retention as an employee.

(b) Customers shall request background reports from time to time, pursuant to procedures pre-scribed, for reasons listed above and no other purpose. Customer is the End User of reports. The background reports listed on the Description of Searches, Addendum A, include public and non-public reports provided by government and private entities.

2. Confidentiality

(a) The Customer agrees that all reports will be used one time only and kept strictly confidential, except as required by law, and will not disclose information from reports to any third parties not involved in the current employment decision. Customer agrees to comply at all times with the Fair Credit Reporting Act (FCRA), Drivers Privacy Protection Act, (DPPA), and all other applicable laws as these provide protection for the general public. No information will be requested for the use of any individual or corporation other than the Customer. Requests for report information from the person who is the subject of the report will be referred to the Customer who will provide the report information for disclosure only as provided under the Fair Credit Reporting Act or other applicable laws. Information will not be used in violation of any applicable Federal or state equal employment opportunity law or regulation.

(b) Before a consumer report is obtained; a clear and conspicuous disclosure is made in writing to the applicant in a document that consists solely of the disclosure that a background report may be obtained for employment purposes. Customer will obtain a written consent signed by the subject individual prior to requesting a report from the Distributor. Such written consent will be retained by the Customer for a reasonable period of time of not less than 36 months or such longer period of time as required by law. Each request for a report will further state the specific purpose involved in each transaction and such reports will be used for no other purpose.

(c) Customer further certifies that before taking adverse action, whether based wholly or partly on information provided in the background report, it will provide the consumer;

A copy of the background results; and

A copy of the consumer's rights, in the format approved by the Federal Trade Commission (FTC)

(d) The Customer agrees to hold Data Access Inc., its affiliates from whom such reports were obtained, as well as their officers, employees, independent contractors, agents and assigns harmless from and against any expense or damage resulting from obtaining or publishing report information contrary to these conditions, by the Customer, its employees or agents.

Personal Guaranty

The undersigned Principal(s) of the above firm (Applicant) guarantees payment of all sums due to Data Access, Inc. under this agreement. This means that in the event of a default by the Applicant, Data Access, Inc. may seek payment directly from the undersigned. Such payments will be made immediately after DAI demands payment from the undersigned. By way of this guaranty, the undersigned gives consent to Data Access, Inc. to pull his/her personal credit report.

Date: _____

Principal Signature

Home address: _____

Address: _____

SS number: _____

Date: _____

Principal Signature

Home Address: _____

Address: _____

SS Number: _____

Data Access, Inc.

Credit Application

999 McBride Ave.
West Paterson, NJ 07424
Phone (800) 247-2365
Fax (973) 256-2072

Date: _____

Please furnish the following information and references and complete all questions:

Company Name: _____

Street Address: _____

City, State, Zip: _____

Area Code/Telephone # _____ Fax # _____

Type of Organization _____ Employers Tax ID # _____

Nature of Business _____

Date Incorporated _____

Principals or Officers:

(1) _____ Title _____

(2) _____ Title _____

Bank Information:

Bank Name _____ Phone _____

Address _____ Account # _____

Credit References: 1. _____ Phone _____
(Vendors)

2. _____ Phone _____

3. _____ Phone _____

By _____ Title _____ Date _____

Email Address: _____

Credit reports may be pulled for Employment / Tenant Search Services only!

Please select the products/services you will normally order?

- SS Fraud/ID Scan
- County Criminal Search
- Insta-Statewide Criminal Search*
- Insta-National Criminal Search*
- County Civil Search
- Federal Criminal Search
- Credit Report
- Motor Vehicle Record
- Drug Testing
- Federal Civil Search
- Education/ Degree Verification
- Professional License Verification
- Employment Verification
- Personal or Developed Reference
- Workers Compensation Report

Other _____

**Instant Database- Should only be used to supplement county searches*

When ordering county searches, would you like us to:

- Check all counties the applicant has lived in
- Check all name variations
- Check all counties the applicant has lived in the past _____ years
- Perform up to _____ searches

Would you also like us to search counties where applicant has worked/ gone to school? Yes No

Occasionally we are asked by prospective clients to provide references, can we list your company as a reference?

Yes No

How do you wish to pay? Credit Card Invoice

How many reports do you anticipate ordering each month? _____

How many Employees? _____

For Internal Use Only Date: ____ / ____ / ____ Client Code(s): _____ Sales Representative _____

Verifications:

- Telephone listing with Directory Assistance. By: _____
- Business verified with business License, or Corporate Papers Attach copies By: _____
- Verify Trade References O r attach copies By: _____
- Verify Banking Reference O r attach copies By: _____
- Customer has signed Certification At tach copies By: _____
- Customer has received copies of disclosures By: _____
- Physical Inspection Performed A ttach copy By: _____
- Agreement for Service, and Membership Application completed for all clients/branches

By: _____

Comments: _____

Customer Certification

Data Access, Inc.

Company Name _____

Address _____ City _____ State _____ Zip _____

Customer certifies to abide by the rules and regulations of the Fair Credit Reporting Act (FCRA) as amended by the Consumer Credit Reports Act of 1996 and the Intelligence Reauthorization Act. Customer has a need for background checks in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee.

1. Disclose to the applicant, in a separate document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes. (*Consumer Reports Notification*)
2. Obtain written consent before ordering any type of report. (*Applicant Release / Order form*)
3. Advise the applicant if adverse action is being taken in whole or in part by the information contained in the reports and will give such advice before taking such action, including providing a copy of the report. (*Adverse Action Letter and applicable report*).
4. Provide the applicant with a written summary of their rights. (*Summary of Rights under the FCRA*).
5. Information from the consumer reports will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation.

Print Your Name _____ Position _____

Signature _____ Date _____

For a full copy of the FCRA, visit www.ftc.gov

Sign and return this form to Data Access, Inc. Fax: (973) 256-2072

Rev 1/04

DATA ACCESS INC.

800-247-2365

Fax 973-256-2072

CREDIT CARD BILLING and
CHECKING ACCOUNT AUTHORIZATION FORM

Name on Credit Card _____

Your Business Name: _____

Billing Address of credit card _____

City, State, Zip _____

E-mail Address: _____

Credit card #: _____ CVV2 Code: _____

Type of Credit Card: MC/Visa _____ Amex _____

Expiration date: _____

Billing Telephone #: _____

Fax Number: _____

*Name of Bank _____

*Address of Bank _____

*Bank Routing Number _____

(this is the first string of numbers on your check)

*Bank Account Number _____

*I, _____, authorize Data Access, Inc. to charge my credit card or deduct from my checking account any monies that may be due, if not paid within 30days.

_____ Please check here if you want us to charge your credit card each month.

Signature: _____

* Required fields even if paying by credit card

Access Security Requirements

Exhibit A

Recognizing our obligation to fully support and implement policies that protect the confidential nature of the information in our database and assure respect for consumer's rights to privacy. Only companies that are approved members of our service and have permissible purpose for obtaining credit reports are permitted access to credit information.

It is a requirement that all end users take precautions to secure any system or device used to access consumer credit information. To that end, the following requirements have been established:

Your account number and password must be protected in such a way that this sensitive information is known only to key personnel. Under no circumstances should unauthorized persons have knowledge of your password. The information should not be posted in any manner within your facility.

The system access software you use purchased from Data Access, Inc., a third party vendor, has an account number and password "hidden" or embedded so that the password is known only to supervisory personnel. Each user of your system access software must then be assigned unique logon passwords.

Your account number and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee.

The ability to obtain credit information must be restricted to a few key personnel.

Any terminal devices used to obtain credit information should be placed in a secure location within your facility. Access to the devices should be difficult for unauthorized persons.

Any devices/systems used to obtain consumer reports should be turned off and locked after normal business hours, when unattended by your key personnel.

Hard copies and electronic files of consumer reports are to be secured within your facility and protected against release or disclosure to unauthorized persons.

Hard copy consumer reports are to be shredded or destroyed rendered unreadable, when no longer needed and when it is permitted to do so by applicable regulation(s).

Electronic files containing consumer report data and/or information will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable regulation(s).

“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.”

Rev 1/04

Revisions to FCRA

Exhibit B

Dear **Data Access, Inc.** Customer:

This is an overview and is provided as a guide to our customers. It is not intended as legal advice. This addresses the Fair Credit Reporting Act (FCRA) as it applies to employment, promotion or retention purposes. For additional requirements other than employment purposes, please refer to the Act.

For a full copy of the FCRA, visit www.ftc.gov

The revisions to the FCRA went into effect Tuesday, September 30, 1997. This is to educate you on what the new requirements are. The fact that the FCRA is a legal document in itself opens it up for interpretation, but there are so many opinions about how the act impacts background checks that people are still uncertain what the one correct interpretation is. We all need to be in compliance to the best of our understanding. Here is a basic summary of the new requirements.

Before ordering any information for employment purposes you must:

- a) Disclose that a report will be ordered, on a document that consists solely of this disclosure. (The *Consumer Reports Notification*). {604 (b)(2)(A)}. The applicant takes this home, its purpose is to create an awareness on their part that your company will be generating one or more consumer reports on them as prospective employees.
- b) You must obtain written consent from the applicant. (*Applicant Release / Order Form*). The release form is retained for two years or as required by law at your place of business.

Before you take adverse action based in whole or in part on the information you receive from us, you must:

- a) Notify the applicant of the adverse action, orally, in writing or electronically. Advise them of the consumer reporting agency that provided the adverse information. (*Adverse Action Letter*)
- b) Provide a copy of the *applicable report* to the applicant.
- c) Advise the applicant of their rights in writing. (*Summary of Rights under FCRA*)

You must certify that you will comply with the Fair Credit Reporting Act. Complete the *Customer Certification* form and fax to: **(973) 256-2072**.

Your own legal counsel should be consulted to provide additional guidance.

Call **Data Access, Inc.** for general procedure, we will do our best to answer any questions. Pre-adverse action and Adverse Action Letters are located within our Employment Screening program.

800-247-2365

DATA ACCESS INC. CREDIT POLICY

Important Notification

Please remit all payments to

Data Access Inc.
999 McBride Ave.
West Paterson, NJ 07424

Credit Policy

- We invoice once per month
- Discrepancies must be brought to our attention within 30 days
- Terms are net 15 days.
- Finance charges are assessed at 30 days and more (*1.5 % per Mo. \$ 2.50 Minimum Chrg.*)
- A courtesy warning is given at 30+ days past due
- System access shuts down at 45 days and accounts are turned over to collection
- A \$25.00 reactivation fee will be added to all accounts that have experienced an interruption of service, due to lack of payment.

Account may be secured with a credit card.

- We accept payment by check, money order, or charge card (*Visa, MasterCard, Discover, and American Express*)

Kimberly Slezak, Accounting 800-247-2365x201