

This End User Agreement (“End User Agreement”) is hereby entered into by and between Frasco, Inc., a California corporation (“Frasco, Inc.”), and the individual indicated on the last page of the End User Agreement (“Client”), for use in conjunction with the Service Agreement (“Services Agreement”) between Client and Frasco, Inc.

**Client and End-User, whose signature appears on this document, hereby certify the following:**

1. End-User is an employee or agent of Client.
2. End-User will promptly notify Client of any indication of misuse or unauthorized disclosure of confidential or restricted information by any person.
3. End-User specifically agrees to comply with all federal and state laws and regulations regarding obtaining and using Consumer Reports, including, but not limited to the following:
  - a) End-User will seek to obtain Consumer Reports only on behalf of Client and will not attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties as an employee of Client.
  - b) End-User will use any Consumer Report obtained pursuant to this Agreement solely for Employment Purposes.
  - c) End-User will not request a Consumer Report unless:
    - i) A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a separate and stand alone document that a consumer report may be obtained for employment purposes.
    - ii) The consumer has authorized, in writing, the procurement of the Report.
    - iii) Information from the Consumer Report will not be used in violation of any applicable federal or state law or regulation, including laws related to equal employment opportunity.
    - iv) If the report requested is an Investigative Consumer Report, as defined by the FCRA, End-User will, within five days of a written request by the consumer, provide to the consumer a complete and accurate written disclosure regarding the nature and scope of the Investigative Consumer Report.
    - v) End-User will not seek a Consumer Report containing medical information about the consumer unless the consumer specifically consents in writing to the furnishing of the report containing medical information.
  - d) End-User certifies that before taking adverse action regarding the consumer’s current or prospective employment based, in whole or in part, upon information contained in the Consumer Report, End-User will:
    - i) Provide the consumer with notice that it intends to take adverse action based upon the contents of the Consumer Report.
    - ii) Provide the consumer with a copy of the Consumer Report.
    - iii) Provide the consumer with a copy of the Federal Trade Commission’s publication entitled: “A Summary of Your Rights Under the Fair Credit reporting Act.”
    - iv) Provide the consumer with ample time to dispute any information contained in the Consumer Report prior to taking adverse action.
  - e) End-User certifies that following any adverse action, End-User will:

- i) Provide to the consumer a Notice of Adverse Action including the name, address and phone number of Frasco, Inc.
  - ii) Provide to the consumer a statement that Frasco, Inc. did not make the decision to take the adverse action and is not able to give the consumer reasons for the adverse action.
  - iii) Provide to the consumer a notice of the individual's right to dispute the accuracy of any information contained in said report directly with Frasco, Inc.
  - iv) Provide to the consumer a notice of the consumer's right to obtain an additional free copy of the Consumer Report upon request within 60 days of the Notice of Adverse Action.
- f) End-User certifies that it will not seek or use information obtained through Frasco, Inc. for any purpose prohibited by state or federal law.
- g) End-User certifies that it will hold the information obtained through Frasco, Inc. in strictest confidence, and will not disclose, sell, or disseminate such information to third parties or otherwise use such information in a manner that is inconsistent with the representations contained herein or in the Service Agreement.

**4. California Requirements:**

- a) If End-User requests a Consumer Report regarding a California resident, or for use within the State of California, End-User agrees to the following additional terms:
- i) End-User certifies that the information contained in any Consumer Report shall be used solely for employment purposes.
  - ii) Unless the Consumer Report is sought based upon a suspicion of wrongdoing or based upon a good faith belief that the employee is engaged in criminal activity likely to result in loss to Client, End-User certifies that prior to requesting any Consumer Report, End-User will notify the consumer in writing that an Investigative Consumer Report regarding the consumer's character, general reputation, personal characteristics, and mode of living will be made. This notification shall disclose the full nature and scope of the Consumer Report requested and shall include Frasco, Inc.'s name and address, and a summary of the provisions of California Civil Code Section 1786.22.
  - iii) Client certifies that if the consumer indicates on the Authorization to Conduct Background form that they would like a copy of their Consumer Report, client will forward such copy to the consumer within three (3) days.
  - iv) End-User will not seek or use information prohibited by California law.
  - v) To the extent Client seeks workers' compensation records, Client will not use such information for any impermissible purpose most specifically, but not limited to, in any manner contrary to the provisions of the Americans with Disabilities Act.

**5. E-Services:**

- a) End-User has his or her own password and agrees to change password every ninety (90) days for security purposes.
- b) End-User will not attempt to obtain information following the termination of End-User's employment, or upon notice by Client or Frasco, Inc. that End-User is no longer authorized to obtain Consumer Reports on behalf of Client.



## CLIENT PROFILE / END USER AGREEMENT

By signing this End-User Agreement, End-User certifies that he or she has read, understands and agrees to its contents.

I have read and understand the foregoing terms and conditions and agree to its terms:

\_\_\_\_\_  
End-User Name (print) Title

\_\_\_\_\_  
End-User Signature Date

\_\_\_\_\_  
Organization Name (print)

\_\_\_\_\_  
Street Address City State ZIP

\_\_\_\_\_  
Telephone (ext.) Fax E-mail

\_\_\_\_\_  
FRASCO, INC. by Noelle Harling Date