

CLIENT SERVICE AGREEMENT FOR EMPLOYMENT SCREENING SERVICES

This Client Service Agreement (the “Agreement”) is made and entered into by and between INFO CUBIC, LLC. (“Info Cubic”), a Colorado company and the undersigned (“Subscriber”). This Agreement shall be effective at such time as Info Cubic has sent written notification, whether via facsimile, e-mail, or otherwise, to Subscriber indicating its acceptance of the terms and conditions of this Agreement (the “Effective Date”).

1. **Info Cubic as Agent of Subscriber:** Subscriber acknowledges and agrees that Info Cubic is an authorized agent of Subscriber for the purpose of investigating, researching, preparing and returning the Consumer Reports ordered by Subscriber.
2. **Services Provided:** Info Cubic shall provide Consumer Reports at Subscriber’s request in connection with the hiring of job applicants (the “Applicant”) or retention of employees (the “Employee”). Consumer Reports may include such information as employment history, consumer credit reports, motor vehicle records, education verifications, criminal and civil records and other background information (“Consumer Report”). In the case of investigative consumer reports, Info Cubic shall also provide personal references collected and processed by Info Cubic through various channels of information.
3. **Compliance with Applicable Laws:** Subscriber and Info Cubic shall comply in good faith with all applicable laws in the request, preparation, transmission, dissemination and use of Consumer Reports, including, but not limited to, the FCRA, Title VII of the Civil Rights Act of Employment Opportunity Commission (“EEOC”) guidelines and regulations, Consumer Reporting Act (California Civil Code Sections 1785.1 et seq.), Investigative Consumer California Civil Code Section 1786, et. seq.) and all other applicable laws and regulations relating to the use of consumer credit reports and consumer investigative reports.
4. **Payment Requirements/Collection:** Subscriber agrees to pay Info Cubic the applicable charges for the various services rendered to Subscriber as specified in Info Cubic’s employment screening pricing list. Pricing is subject to change at any time with written notice. Subscriber agrees to pay all applicable charges within thirty (30) days of receipt of the information or consumer report requested. All monetary obligations to Info Cubic for services rendered which are past due fifteen days or more may, at the election of Info Cubic, bear interest at the rate of twenty percent 20% per annum. In the event that legal action is necessary to obtain the payment of any monetary obligations to Info Cubic, the Subscriber shall be liable to Info Cubic for all costs and reasonable attorneys’ fees incurred by Info Cubic in collection of such obligations.
5. **Obligations of Subscriber:**
 - a) **Disclosure to Applicant or Employee.** Subscriber shall provide Applicant or Employee with a clear and conspicuous disclosure, in writing, that the Consumer Report will be obtained for employment purposes and such disclosure shall be contained in a document containing only such disclosure. Subscriber shall provide Applicant or Employee such other disclosures as required by the FCRA and other applicable state and local laws for the type of report requested, including all disclosures which are required before requesting that Info Cubic prepares the Consumer Report, and before taking any adverse action based in whole or in part upon any information contained in the Report.
 - b) **Written Authorization from Applicant or Employee:** Subscriber shall obtain from the Applicant or Employee a written authorization to obtain and use the Report as required by the FCRA and all other applicable State and local laws.



- c) Certification to Info Cubic: Concurrent with making the request for a Report, Subscriber shall provide Info Cubic with certification that complies with section 604(b)(1) of FCRA (15 U.S.C. §1681b(b)(1)), and in the case of a Report that constitutes an investigative consumer report as defined by the FCRA, an additional certification in a form that complies with section 606(a)(2) of FCRA (15 U.S.C. §1681d(a)(2)) and all other certifications as may be required by applicable state and local laws.
- d) Use For Employment Purposes Only: Subscriber shall use the Consumer Report provided by Info Cubic for employment purposes only and shall not use the Consumer Report in violation of any Federal or State equal employment opportunity law or regulation. Subscriber shall notify Info Cubic immediately of any change in purpose for which the information is used.
- e) Use For Permissible Purposes: Subscriber shall be the exclusive user of the Consumer Reports and certifies that such Consumer Reports shall be used solely for the permitted purposes as proscribed by Section 604 of the FCRA [15 U.S.C. §1681b], California Civil Code Section 1786.12 and all other applicable State and local laws.
- f) Basis for Employment Decisions and Obligations After Adverse Decisions: Subscriber shall base all employment decisions and actions on its own policies and procedures and acknowledges and agrees that Info Cubic's employees are not allowed and will not render any opinions regarding the Consumer Report. Before taking any adverse action against an Applicant or Employee based in whole or in part on any information provided in the Consumer Report provided by Info Cubic. Per FCRA guidelines, Subscriber and/or Info Cubic is required provide the Applicant or Employee with a copy of their Consumer Report. Subscriber shall inform the Applicant or Employee that Info Cubic did not make the decision to take adverse action and cannot give specific reasons for the adverse action taken. Subscriber shall further provide a Summary of Rights under the FCRA to the Applicant or Employee.
- g) Confidentiality and Security of Information. Subscriber acknowledges and understands its obligation to maintain the confidentiality and integrity of any information received by Subscriber. All information requested by Subscriber is for Subscriber's exclusive use and Subscriber shall take reasonable steps to ensure that all information provided by Info Cubic will be held in strict confidence, will be kept confidential and will not be disclosed to any third party not involved in the employment decision for which the information is sought. Any use of the Consumer Report provided by Info Cubic, other than for the internal uses provided for in this contract is prohibited, including, but not limited to resale or other commercial use, misrepresentation, improper use of the information or access to the information by unauthorized personnel, whether intentionally or due to carelessness, and may subject Subscriber to criminal and/or civil liability under the Federal Credit Reporting Act ("FCRA") and other applicable Federal, State and local laws.
- h) Protection of Access Codes: If Subscriber is issued an access code to be used for Internet access to Info Cubic's services (the "Access Code"), Subscriber shall only publicize the Access Code to personnel on a need-to-know basis. Any log-on or password information provided to Subscriber in connection with the Access Code shall be provided only to an "Account Administrator" and specific individuals designated as "Authorized Users". Subscriber shall notify Info Cubic immediately upon any change of the Account Administrator or Authorized Users.
- i) Protection of Reports: Subscriber shall securely store any hard copy of a Consumer Report and protect it against release and disclosure to unauthorized personnel or third parties. In furtherance of that obligation, Subscriber shall provide to Info Cubic the name of the person requesting the information for each Consumer Report request and, where applicable, shall provide the name of the individual who has been designated as the principal Account Administrator.

6. **Arbitration:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Denver, Colorado, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
7. **Attorneys Fees and Costs:** In the event a dispute arises with respect to this Agreement, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses incurred in ascertaining such party's rights, and in preparing to enforce, or in enforcing such party's rights under this Agreement, whether or not it was necessary for such party to institute suit or submit the dispute to arbitration.
8. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
9. **Waiver:** The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement will not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.
10. **Successors:** This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties.
11. **Disclaimer of Warrant/Limitation of Liability:** The consumer report obtained by Info Cubic is 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 Info Cubic. Responsibility for the accuracy of the information contained in the consumer report and these databases and records rests solely in the contributor. The Subscriber waives any and all claim or claims against Info Cubic arising out of or related to the accuracy of the consumer report, databases and records.
12. **Term of Agreement:** The term of this Agreement shall continue in force and effect without any fixed date of termination; provided, however, that:
 - (a) Either party may terminate this Agreement for any reason or no reason at all upon thirty (30) days prior written notice of termination subject to any and all obligations, responsibilities and liabilities incurred prior to termination; or
 - (b) Subscriber may terminate this Agreement, without prior notice, if the other party breaches any provision of this Agreement and fails to cure such breach within ten (10) calendar days after receiving written notice thereof; or
 - (c) Info Cubic may, with just cause, such as delinquency or violation of the terms of this Agreement or a legal requirement of this Agreement or any applicable Federal, State or local law, discontinue serving Subscriber and terminate this Agreement immediately.



The Subscriber hereby has read and agreed to the terms and conditions of this Agreement.

The Subscriber has executed this Agreement on this the ___ day of _____, 20___, intending to be legally bound thereby.

SUBSCRIBER:

Company Name

http://www
Web Address

Full Address

City

State

Zip

Print Your Name & Title

(_____) _____ - _____
Phone Number

Signature

E-Mail Address