

# SecurTest Employment Subscriber Application and Service Agreement

**INSTRUCTIONS: (Please type in all the requested information). Save the form and return it by fax to (813) 889-8200.**

Company Name:  Years in Business:

Street Address:

City:  State:  Zip:

My billing address is the same as my street address

Billing Address:

City:  State:  Zip:

Telephone:  Facsimile:

Type of Business/Industry:

Federal Tax Id Number:

State of Incorporation:

Business Website Address:

## Contact Information:

Email:

Name:  Title:

Name:  Title:

**SecurTest accepts all Credit Cards listed below through Pay Pal. You will receive an email invoice via PayPal, which must be paid before the search or questionnaires are processed. You can also send a company check, which must be received before the search or questionnaires are processed. YOU DO NOT HAVE TO HAVE A PAYPAL ACCOUNT TO PAY OUR INVOICE THROUGH PAYPAL.**

**Credit card payment is required for all users, except those Clients that meet our volume requirements and who have listed a purchase order number below.**



Purchase Order #, if not paying by credit card:

I have read and agree to the terms described below in the Service Agreement and Privacy Policy.

### **AGREEMENT FOR SERVICE FOR CRIMINAL HISTORY INQUIRIES**

This Agreement is entered into by and between SecurTest, Inc., its subsidiaries and affiliated companies (“SecurTest”) and the undersigned (“Customer”). Affiliate shall mean any business entity that controls, is controlled by or is under common control with a party.

WHEREAS, Customer plans to order from SecurTest, certain services for employment purposes, which include Consumer Reports and Investigative Consumer Reports as defined under the federal Fair Credit Reporting Act (“FCRA”) (collectively, “Background Reports”);

WHEREAS, SecurTest, through its affiliates, desires to sell such Background Reports to Customer.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, SecurTest and Customer hereby agree as follows:

1. In providing Background Reports, SecurTest agrees to do the following:
  - a. Comply with all laws applicable to the making of Background Reports for employment purposes, including the FCRA.
  - b. Follow reasonable procedures to assure maximum possible accuracy of the information reported, subject to Paragraph 2(c) below, and reinvestigate if requested by the Customer without further charge if the information was incorrect.
  - c. Disclose, upon request from the consumer who is the subject of the Background Report (the “Consumer”), the information reported, reinvestigate any information disputed by the Consumer at no charge to the Customer and take any necessary corrective action with the Consumer and the Customer.
  
2. Customer agrees to do the following:
  - a. Keep all Background Reports, whether oral or written, strictly confidential and restrict the use of the information in the Background Reports by Customer and its authorized personnel to employment purposes. No information from Background Reports will be given or resold to any other “person” or “user”. If the Consumer, or his or her representative, requests Background Report information, that person may be referred to SecurTest for disclosure under the FCRA or other applicable laws.
  - b. Hold SecurTest and its affiliated companies, and the officers, agents, employees, and independent contractors of SecurTest and its affiliates harmless on account of any expense or damage resulting from the procurement, use or publication by Customer, or the employees or agents of the Customer, of Background Report information contrary to the terms of this Agreement or contrary to state/federal law or regulation.
  - c. Recognizing that information in Background Reports is secured from and processed by fallible sources (human and otherwise) and that for the fee charged SecurTest cannot be either an insurer or a guarantor of the accuracy of the information reported; Customer releases SecurTest and its Affiliates, Agents, Information Suppliers, and their officers, agents, employees, and independent contractors of SecurTest and its Affiliates from liability for any negligence of third party furnishers of information in connection with erroneous information provided by such third parties.

- d. Customer shall be responsible for all charges incurred, including those resulting from errors in customer input, duplicate requests, errors in transmission and applicable fees. Invoices are due and payable upon receipt and considered past due after thirty (30) days of date of invoice, and unpaid balances thereafter carry one percent (1%) compounded monthly interest. Customer shall review all invoices furnished and shall notify SecurTest of any discrepancies within fifteen (15) days of receipt of the invoice. The fees for Background Reports exclude out of pocket expenses such as registry fees, school transcripts, court fees, state fees, and 900# fees to verify employment or education and fees for the Services exclude any applicable taxes. SecurTest reserves the right to revisit any Background Report fee package if SecurTest's average disbursement fees/out of pocket expenses should increase by more than ten percent (10%).
- e. Without limiting the foregoing, Customer shall comply with the Vermont Fair Credit Reporting Act, 9 V.S.A. § 2480e, by securing the written consent of the Consumer prior to ordering a consumer report on a Vermont resident.
- f. With respect to personal information regarding individual consumers and businesses, the Parties further agree as follows: SecurTest has adopted the "SecurTest's Commitment to Privacy" ("Commitment to Privacy") and that neither Customer nor SecurTest will commit or permit its directors, officers, employees or agents to commit any action which causes Customer or SecurTest to be in violation of the Commitment to Privacy. A copy of the Commitment to Privacy is attached hereto.
- g. According to the FCRA, verification of a database record that reports adverse information must be completed. You agree to give the applicant, employee, or consumer a copy of the SecurHomeland Report and have them complete in writing or online the SecurHomeland Verify Questionnaire before making any adverse employment decision. Where the applicant, employee or consumer claims inaccuracies in the report, you agree to pay for a county criminal history verification search at existing SecurTest rates as posted online whenever there is a hit or report of adverse information when SecurHomeland National Criminal History Reports report any such adverse criminal history to be in compliance with the FCRA. **Unless Client is set up with a purchase order agreement with SecurTest, it agrees that it WILL IMMEDIATELY AUTHORIZE PAYMENT OF INVOICES VIA PAYPAL OR ECHECK for the verification search.**

3. Customer certifies that:

- a. It shall order Consumer Reports for employment purposes only. In compliance with the FCRA, Customer shall make a clear and conspicuous disclosure in writing to the Consumer in a document that consists solely of the disclosure that a Consumer Report may be procured for employment purposes. If the Consumer is a resident of the State of California, the disclosure shall also include the name, address and telephone number of the investigative consumer reporting agency conducting the investigation, the nature and scope of the investigation requested, and a summary of the provisions of §1786.22 of the California Code. Further, the Customer shall have the consumer authorize in writing the procurement of all Consumer Reports. Customer shall not use information contained in a Consumer Report in violation of any applicable federal or state equal employment opportunity law or regulation.
- b. If Customer chooses to take any adverse action based in whole or in part on the Consumer Report, before taking such adverse action, Customer shall provide the Consumer with a copy of the Consumer Report; and, a description in writing of the rights of consumers under the FCRA, as prescribed by the Federal Trade Commission under 15 U.S.C. §1681(g)(c)(3).
- c. With regard to Investigative Consumer Reports, as defined in 15 U.S.C. §1681(a)(e), it will clearly and accurately disclose to the Consumer that an Investigative Consumer Report including information as to his character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made. The disclosure will be made in writing and mailed or otherwise delivered to the Consumer not later than three (3) days after the date on which the report was first requested and will include a summary of the Consumer's rights provided for under 15 U.S.C. § 1681 (g) (c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request, within a reasonable period of time after the receipt by him/her of the foregoing disclosure. Upon receipt of such request, Customer shall disclose in writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure must be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the Customer first requested the report, whichever is the later. Customer shall also comply with the adverse action requirements, if applicable.
- d. Customer agrees that The SecurTest System theories, concepts and methods of analysis used in its assessment materials, software, online programs, business methods, manuals and instructional materials and any other written or oral information furnished by SecurTest are valuable trade secrets of Steven C. Millwee, its author/inventor, and SecurTest, the publisher. Moreover, I agree that the SecurHomeland method is not only copyright protected but is patent pending with the U.S. Patent and Trademark Office and I will not disclose it to anyone other than the applicant, employee, consumer, our legal counsel, or those within our organization that have a need to know the background results.

#### 4. Miscellaneous

- a. This Agreement shall be effective as of the date it is executed on behalf of Customer by an authorized representative of Customer and shall continue in effect for a period of three (3) years. Either party upon ninety (90) days prior written notice to the other party may terminate this Agreement.
- b. Each party (and its employees) is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of, or in the name of, the other party or to bind the other party in any manner.
- c. SecurTest shall have the right to conduct periodic audits of Customer's use of the Consumer Reports and Investigative Consumer Reports ordered pursuant to this Agreement. In addition, certain third party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Customer either directly or through SecurTest. The scope and frequency of any audit shall be at the reasonable discretion of SecurTest but will be subject to requirements imposed by third party vendors. SecurTest will provide reasonable notice prior to conducting any audit provided that SecurTest has received reasonable notice from any third party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by SecurTest, including, but not limited to, immediate termination of this Agreement.
- d. SecurTest shall have the right to reveal the existence of this Agreement and the terms or conditions thereof in any SecurTest publication, advertising, publicity release or sales presentation regardless of the medium.
- e. The obligation of either party to perform under this Agreement shall be excused during each period of delay caused by matters beyond such party's reasonable control, including without limitation, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.
- f. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that neither party shall assign or otherwise transfer this Agreement or any interest herein without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- g. This Agreement and any attachments hereto constitute the entire agreement between the parties and supercede all prior understanding, written or oral between the parties with respect to the subject matter hereof. No changes or alterations may be made to this Agreement unless in writing signed by duly authorized representatives of each party to this Agreement.

#### **SecurTest's Commitment to Privacy**

SecurTest has been a trusted steward of information for years and has made the responsible use of information the platform for everything that we do. To demonstrate our commitment to balancing consumers' privacy expectations with the appropriate, legal needs for quality information by our customers, SecurTest has adopted the strongest privacy principles in the information industry. These principles, based on the Fair Information Practices, are the cornerstone of our information products. As part of our belief that good privacy is good business, we require our customers to maintain the high standards of protection surrounding the information we provide by complying with the following principles.

- **Relevance:** Personal information should be collected, maintained, used, and disseminated only to improve public safety, to reduce fraud, to improve risk management, to improve the quality of our customer services and products, or to help drive down the cost of providing services and products.
- **Reputable Sources:** Personal information should only be obtained from sources known to be reputable.
- **Notice:** Consumers should be informed of the types of information about them that is obtained, how and when that information is used, when it might be disclosed, and how that information is secured.
- **Internal Uses:** Access to personal information should be strictly limited to those employees who need access in order to carry out their job responsibilities.
- **Accuracy:** Personal information should be as accurate as practicable.
- **Consumer Access:** Consumers should be provided, upon request, with virtually all personal information maintained about that consumer.
- **Security:** The confidentiality and security of personal information should be protected using administrative, technical, personnel, and physical safeguards.

#### **AGREEMENT FOR USE OF SECURTEST OR FASTSCREEN QUESTIONNAIRES**

1. Invoices will be sent to Customer based on the amount of tests ordered.
2. Invoices will be paid NET 14 days, except where payment is made to SecurTest by credit card.

3. Customer agrees that its managers are authorized to telephone SecurTest to receive automated replenishment of questionnaires or to place orders.
4. SecurTest Reports that are based on its questionnaires are not consumer reports as defined under the Fair Credit Reporting Act, except where such reports contain FCRA protected information.
5. Customer agrees to not transmit, copy or otherwise reproduce SecurTest Software to any party other than its authorized managers. Customer is responsible for maintaining a copy of the executed SecurTest consent form and SecurTest report with the application or personnel file for the statutory required period.
6. Customer agrees that SecurTest's report regarding disclosures will be treated as confidential material, and as such it will not be further analyzed, interpreted, discussed or revealed except with the subject of the questionnaire and/or with other authorized employees of Customer on a strict "need to know" basis. Customer accepts full responsibility for the confidentiality of questionnaire reports.
7. Customer agrees that The SecurTest System theories, concepts and methods of analysis used in its assessment materials, computer programs, methods of scoring and analysis, scoring programs and reports, manuals and instructional materials and any other written or oral information furnished by SecurTest which is designated Confidential, (collectively "Confidential Information"), are valuable trade secrets of Steven C. Millwee, its author, and SecurTest, the publisher. Moreover, I agree that the SecurHomeland method is not only copyright protected but is patent pending with the U.S. Patent and Trademark Office and I will not disclose it to anyone other than the applicant, employee, consumer, our legal counsel, or those within our organization that have a need to know the background results.
8. Customer agrees that any such Confidential Information is not sold hereunder but is licensed by SecurTest to the Customer. Customer will take reasonable steps to assure that its employees and agents do not at any time use (except as permitted by SecurTest) or disclose any such Confidential Information.
9. Customer acknowledges that many of the materials provided by SecurTest are protected by copyright and agrees not to copy, reproduce or retransmit any copyrighted materials without the prior written consent of SecurTest. Customer further agrees to maintain strict confidentiality regarding all proposals, terms and conditions provided by SecurTest. Customer agrees that the loss or unauthorized use of these trade secrets owned by Steven C. Millwee and or SecurTest would cause severe commercial and financial harm to them and that reimbursement may be an insufficient remedy.
10. SecurTest warrants that its materials and software are fit for the purposes recommended by SecurTest when used in strict accordance with directions for use furnished by SecurTest. SecurTest assessment tools and materials are intended to be used in accordance with generally accepted principles and practices of the employment screening profession that is based on the objective self disclosures of respondents versus subjective or predictive analysis.
11. SecurTest products and services are intended exclusively for use by the Customer. Unless separately agreed to in writing, SecurTest Products may not be resold, remarketed or redistributed by the Customer.
12. The "Disclosure Alert" section in a SecurTest Report is based on the approved hiring and retention guidelines as established and approved by the Customer. Therefore, SecurTest is not passing or failing a respondent and is only reporting the disclosures and hiring and retention guidelines of the Customer to its managers.

I hereby agree to the terms and conditions set forth herein and agree to send any required proof of business (permissible purpose) to SecurTest on request.

**(Required)**

**Signature**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONTACT INFORMATION FOR SECURTEST, INC.**

SecurTest, Inc.

13902 North Dale Mabry Highway, Suite 250

Tampa, Florida 33618-2433

800-445-8001 Toll Free

813-888-8000

813-889-8200 Fax

[info@securtest.com](mailto:info@securtest.com)

**FAX SIGNED AGREEMENT TO 813-889-8200**