



BACKGROUND SCREENING CONSULTANTS, LLC

Safescreener.com Online Background Screening

User Agreement

This agreement outlines the Terms of use for Background Screening Consultants LLC and the "Safescreener.com" online background screening system. We ask that users read and agree to all of the following terms and conditions.

1. I understand that Safescreener.com and all information transmitted by Background Screening Consultants, LLC is compiled from public records obtained from multiple jurisdictions including local, state, and federal sources.
2. I understand the coverage and accuracy of criminal record research is limited by the corresponding jurisdictions, which regulate the data. I understand this data may contain errors and omissions that cannot be controlled by Background Screening Consultants LLC.
3. Background Screening Consultants LLC uses standard operating procedures for all applicant background checks to sustain continuity and to provide the most accurate data possible. Background Screening Consultants LLC will provide assistance to applicants in contacting the proper jurisdictions to correct potential errors in reported data but cannot act on behalf of the applicant to change reported data other than requesting the search a second time.
4. I understand that Background Screening Consultants LLC only provides employment and tenant background checks when a signed authorization by the applicant has been obtained. A hardcopy of this document will be made available within 24 hours if requested by a representative of Background Screening Consultants.
5. Background Screening Consultants LLC is a Consumer Reporting Agency. Much of the information reported by Safescreener.com or obtainable through gateways provided by Safescreener.com, including all criminal records, Motor Vehicle Records and Consumer Credit Reports, constitutes personal information that is regulated by the Fair Credit Reporting Act (FCRA). The provisions of the FCRA can be found at <http://www.ftc.gov/os/statutes/fcra.htm>. Safescreener.com is required to comply with certain provisions of the FCRA, including:

A) Section 607(d), which requires that we provide clients with a prescribed notice of their duties as users of consumer reports under the FCRA. Those duties are set forth at <http://www.ftc.gov/os/statutes/2user.htm> and are hereby being provided to you;

B) Section 609, which imposes the requirement that Credit Reporting Agencies disclose all the information in their files on a consumer upon request; and

C) Section 604, which limits the purposes for which information may be provided. We rely upon certifications provided by our clients that the information is sought to be used for (or to be provided for) employment purposes; tenant screening purposes; purposes related to a business transaction initiated by the consumer; other permissible purposes as defined by the FCRA (a) of Section 604 outlines all of the permissible purposes in detail); and no other purpose.

6. I agree not to use the data obtained from Safescreener.com or Background Screening Consultants LLC databases for any unlawful purposes, including violations of state and federal employment laws or regulations, including specifically, all applicable provisions of the FCRA. I warrant that I will exercise reasonable precautions to ensure that all representatives given access to the Background Screening Consultants LLC, Safescreener.com databases shall abide by the provisions of the FCRA and all state and federal laws and regulations as pertains to the disclosure and use of criminal records delivered to them from the databases. I hereby certify that the information I obtain from Background Screening Consultants LLC via Safescreener.com or

any Background Screening Consultants LLC databases will be used by me (and by any party to whom I furnish information obtained from this site) for "permissible purposes" as defined in the FCRA.

7. These terms and conditions are governed by and shall be construed in accordance with the laws of the state of Illinois, without regard to conflicts of law provisions. I hereby consent to the exclusive jurisdiction of and venue of the courts in Cook County, IL for all legal actions related to Background Screening Consultants LLC and Safescreener.com's databases.

8. Background Screening Consultants reserves the right to adjust the fees charged for the use of Safescreener.com and for use of Safescreener.com's databases with notice in writing 15 days prior to change.

9. I agree to indemnify and hold harmless Background Screening Consultants LLC, including it's officers, directors and employees for any claim of damages resulting from improper use of the Safescreener.com system **(e.g. requesting a background check without a signed authorization)**.

11. I make each of the above statements and certifications with respect to me personally, as well on behalf of my employer and any other persons whom I provide access to Background Screening Consultants LLC, Safescreener.com databases.

12. I have received (by virtue of clicking the hyperlink set forth in 5A above) the prescribed notice of my duty as a user of a consumer report under the FCRA.

13. In cases where I (including my agent or employer) provide a third party with information obtained by me from Background Screening Consultants LLC via Safescreener.com's databases, I will provide all such third parties with the prescribed notice of their duties as a user of a consumer report under the FCRA. <http://www.ftc.gov/os/statutes/fcra.htm>

14. Please do not interpret Background Screening Consultants, LLC's information as legal advice. Background Screening Consultants LLC will not be liable for actions based on information provided on this site or verbally. We strongly recommend you present any legal questions to an attorney.

_____ Date _____

Authorized Representative of Client Corporation

Title

_____ Date _____

Authorized Representative of Background Screening Consultants LLC

Title