



## Subscriber Consumer Credit/Criminal Use Agreement

**PLEASE COMPLETE AND FAX BACK TO (480) 668-7425**

This agreement is made by and between **CrimShield®, Inc.**, hereinafter referred to as “CRIM” whose principal office is located at 4121 East Valley Auto Drive, Suite 116, Mesa, Arizona 85206 and [REDACTED] hereinafter referred to as “Credit/Criminal Report Subscriber” or “SUB” whose principal office is located at [REDACTED]. The parties, upon mutual consideration, agree to the following terms and conditions:

SUB hereby certifies that SUB’s use of information provided (Consumer Report – Credit and/or Criminal Reports) will be in accordance with the Fair Credit Reporting Act, Public Law 91-508. For purposes of this agreement “Consumer Report – Credit and/or Criminal Reports:

Means any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for employment purposes, including, but not limited to criminal background/history, social security information, birth information, immigration status, personal identity, personal description and photograph, driver license record/history and drug testing results.

SUB agrees to abide by the provisions of the Federal Fair Credit Reporting Act, all applicable State Fair Credit Reporting Acts and all applicable Federal, State and County laws. SUB understands that the information received from CRIM shall be received as a “consumer report from a consumer reporting agency” within the meaning of the Act(s) (CRIM being the consumer reporting agency).

SUB further warrants that the information regarding the Consumer will be requested for the exclusive use for employment screening purposes or in connection with legitimate business needs as outlined in section 604 of the Fair Credit Reporting Act. Reports will be requested only by SUB.

CRIM and SUB agree to use their best efforts to hold all requests of the SUB confidential and not to divulge names of SUB’s employee or the content of the report(s) obtained for SUB from CRIM to anyone other than CRIM or SUB, employees or agents of CRIM or SUB who are entrusted with the duties requisite therewith or have a need to know for this agreement entrusted with the duties requisite therewith, and/or to persons to whom CRIM or SUB are permitted or required by law to disclose such information.

SUB recognizes the importance of appropriate privacy protections for consumer data and agree to take appropriate measures to protect against the misuse and/or unauthorized



## **Subscriber Consumer Credit/Criminal Use Agreement**

access of its databases by third-parties. SUB further agrees to comply with all State and local laws related to the transmission of personal consumer data.

SUB agrees not to discriminate against any applicant because of race, creed, color, age, sex, disability, nationality or any other protected class. SUB shall at all times promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of the federal, state and local governments which are applicable to the performance of this agreement.

If the application process is suspended or terminated because of information provided in the Consumer Report, SUB shall comply with the provisions of the Fair Credit Reporting Act as to disclosure.

CRIM and SUB will maintain consumer credit/criminal report information for a minimum of five (5) years as required by the Fair Credit Reporting Act.

This agreement shall commence on the \_\_\_ day of \_\_\_\_\_ 20\_\_\_ and shall continue on a month-to-month basis until terminated by either party upon a thirty (30) written notice by one party to the other sent by certified mail, return receipt requested. Upon termination, all of the obligations of both parties regarding compliance with law relating to Consumer Report – Credit and/or Criminal Reports shall survive. This agreement may be amended only upon a written addendum executed by both parties. If for cause CRIM has the right to terminate the agreement immediately.

### **CRIM shall provide the following services:**

- A. Maintain a database of applicants provided by SUB and of applicants' search results;
- B. Provide SUB with applicant information which may be contained in the database;
- C. Conduct public record searches for criminal conviction information on applicants;
- D. Provide written documentation to SUB of relevant and timely criminal information discovered.

### **SUB agrees that it will not request a Consumer Report for employment screening unless:**

- A. The consumer has authorized the procurement of a consumer report in writing; and
- B. The Information from the Consumer Report for employment Screening Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

### **SUB agrees to:**

- A. Maintain a valid statement executed by the applicant on file for five years, authorizing CRIM to conduct the inquiries indicated herein, and releasing CRIM and all parties and entities providing information from any and all liabilities resulting from such inquiries;
- B. Deliver to CRIM a copy of the documentation set forth in paragraph A above; and



### **Subscriber Consumer Credit/Criminal Use Agreement**

- C. Follow the prescribed disclosure procedures. If applicant is denied as a result of information contained in a CRIM report, the applicant will be provided a copy of the report and "A Summary of Your Rights under the Fair Credit Reporting Act." CRIM will provide all necessary documentation to SUB to provide to the applicant.

All payments must be received at the address shown on the billing statement from CRIM net thirty (30) days. Payments not timely made shall accrue interest at the rate of twelve percent (12%) per annum.

CRIM shall use good faith in attempting to obtain information from sources deemed reliable, but does not guarantee the accuracy of information provided by such sources. In no event shall CRIM be held liable in any manner whatsoever for any loss or injury to SUB resulting from obtaining or furnishing such information.

SUB shall indemnify, defend and hold CRIM harmless from and against any and all liability, claims, damages, demands, attorneys' fees, other professional fees, costs and expenses arising from or attributable to the improper use by SUB of the information supplied by CRIM to SUB. Notwithstanding the foregoing, nothing in this paragraph shall obligate SUB to indemnify, defend or hold CRIM harmless from and against any liability, claims, damages, demands, attorneys' fees, other professional fees, costs or expenses arising from or attributable to (a) the breach by CRIM of the warranty made in the immediately preceding paragraph regarding authorized provision of data or (b) CRIM's negligence or intentional misconduct.

However, CRIM does hereby warrant that CRIM has complied with the law and applicable third-party data provider contracts in providing the information and services described in this agreement.

The foregoing indemnification obligations shall survive the expiration and/or termination of this agreement.

In the event any provision of this agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the agreement.

The parties hereby waive the application of any rule of law which would otherwise be applicable that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed agreement or any earlier draft of the same. This agreement has been negotiated between the parties and shall not be negatively construed against either party as a drafter in the event of any ambiguity, but shall be interpreted so as to give effect to the overall meaning of the agreement and to carry out the intent of the parties.

No other representations, promises or agreements have been made between the parties other than as expressly herein set forth. Neither party shall be bound by any alleged understandings, agreements, promises, representations, covenants or stipulations that are not set forth herein. This agreement constitutes the entire contract of the parties hereunder, and cannot be modified except in writing signed by each of the parties hereto.



## **Subscriber Consumer Credit/Criminal Use Agreement**

This agreement shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs, and legatees of the parties hereto. Upon execution by all parties this contract shall be binding and fully enforceable.

All notices required to be given under this agreement shall be in writing and delivered certified mail, return receipt requested, to the parties at the respective addresses set forth on page one of this agreement.

All notices required to be given under this agreement shall be in writing and delivered certified mail, return receipt requested, to the parties at their respective addresses set forth on page one (1) of this agreement.

If legal action is necessary to enforce the terms of this agreement: 1) the parties waive their rights to a jury trial and; 2) any dispute arising out of or relating to this agreement or a breach thereof will be settled by in accordance with the rules the American Arbitration Association and governed by the laws of the State of Arizona without giving effect to conflict of law provisions. The venue and jurisdiction shall be Mesa, Arizona. The prevailing party in such action shall be entitled to an award of all of its attorney's fees and costs incurred in such enforcement.

This agreement to arbitrate will not prevent either party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction or other equitable relief or prevent irreparable harm. Each party hereby consents to the jurisdiction of the state and federal courts of Arizona in connection with any application for such relief.

SUB is responsible for its employees, officers, associates, partners, agents, and anyone else who gains access to the Consumer Report section with the password provided by CRIM. SUB also understands that being responsible for access to Consumer Reports means that SUB shall be responsible to pay for any amount which becomes due through the use of the password provided to SUB by CRIM. SUB is also responsible for any employee or other who leaves the employ of SUB who may take the password with them and use it without authority. SUB is the only source of protection of the CRIM password. Therefore, SUB shall take all appropriate precautions to secure and protect the password. If at any time SUB learns there is any security concern regarding the password, SUB agrees to contact CRIM to cancel the password and obtain a new password. SUB agrees to be completely responsible for any and all damages for loss, theft or misuse of the password by its employees or former employees.

If any part of this Agreement is construed as unenforceable, the remaining parts hereof shall remain in full force and effect as though the unenforceable part or parts were not written into this Agreement.

This agreement may be executed in multiple copies/counter parts.



**Subscriber Consumer Credit/Criminal Use Agreement**

**COMPANY:**

**CrimShield, Inc:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE



## Subscriber Consumer Credit/Criminal Use Agreement

### NEW ACCOUNT ACTIVATION FORM

DATE \_\_\_\_\_

ORGANIZATION BILLING NAME \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_  
\_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

ORGANIZATION PHONE \_\_\_\_\_ FAX \_\_\_\_\_

ORGANIZATION EMAIL \_\_\_\_\_

PARENT SUB \_\_\_\_\_

TAX ID NUMBER \_\_\_\_\_

NUMBER OF EMPLOYEES \_\_\_\_\_

HOW DID YOU HEAR ABOUT US? \_\_\_\_\_

E-VERIFY? \_\_\_\_\_ ACCESS TO CREDIT? \_\_\_\_\_ DMV? \_\_\_\_\_ DRUG TESTING? \_\_\_\_\_

*Please complete the form down to this line*

-----  
*Please do not write below this line (for office use only)*

**REFERRING AGENT** \_\_\_\_\_

**USER NAME** \_\_\_\_\_ **PASSWORD** \_\_\_\_\_

DATE TRAINED \_\_\_\_\_

PERSON TRAINED \_\_\_\_\_ BY \_\_\_\_\_

DATE OF FOLLOW UP CALL \_\_\_\_\_ BY \_\_\_\_\_

DATE OF PHYSICAL INSPECTION OF ORGANIZATION \_\_\_\_\_ BY \_\_\_\_\_

COMMENTS:

**DATE RETURNED TO FILE** \_\_\_\_\_