

**Florida Asset Locators
d/b/a Background Checks Systems, Inc.**

FCRA End User Agreement

FCRA/FTC Due Diligence Legal Requirements:

1. Please fax completed application with requested business entity documentation to fax 305-402-3181.
2. Once approved, we are required to conduct an on-site inspection visit of your business premises to be billed at \$175.00
3. This requirement **ONLY** applies to **credit reports** and NOT to any of our other screening services. Please review FCRA guidelines if using public records for hiring decisions.

COMPANY INFORMATION

BUSINESS NAME (Hereafter User)	
STREET ADDRESS	
CITY, STATE - ZIP	
FEDERAL ID NUMBER	
YEAR BUSINESS ESTABLISHED	
MAIN CONTACT – TITLE	
WORK NUMBER	
EMAIL ADDRESS	

Principal Information

PRINCIPAL NAME – TITLE	
HOME ADDRESS	
CITY, STATE – ZIP	
HOME TELEPHONE #	
SOCIAL SECURITY #	
EMAIL ADDRESS	

Business References

Name/Company/Title - Contact Number	
Name/Company/Title - Contact Number	
Name/Company/Title - Contact Number	

Bank References

Name/Company/Title - Contact Number	
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ACH Information

Bank Name ABA # (attach copy of check)	
Street Address	
City State Zip Phone Number	
Name on Account - Account #	

Credit Card Information

Credit Card Type (circle)	• Visa • MasterCard • American Express • Discover
Card Number - Exp. Date	
Name as it Appears on Card	
Street Address	
City State Zip	
CID CODE (last 3 digits on signature strip)	

FCRA Information

For the Purposes of the FCRA: Please describe your company's business
 Please indicate your intended use of information from Florida Asset Locators, Inc.
 (check all that apply):

- **Employment Screening**
- **Business Franchise Credit Extension**
- **Business Credit Transaction involving subject consumer**

"Permissible Purpose" must be affirmed by User, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) as amended by the Consumer Credit Reporting Reform Act of 1996, hereinafter called "FCRA," when information requested is to be used in whole or in part, as a factor in establishing credit eligibility of the applicant.

- Related to a business transaction involving subject consumer. (USER WILL IDENTIFY SPECIFIC BUSINESS PURPOSE EACH TIME A REQUEST IS MADE UNDER THIS CATEGORY, AND REPORT SAME TO FLORIDA ASSET LOCATORS, INC. AT POINT OF ACCESS).
- Employment purpose (USER WILL IDENTIFY TO FLORIDA ASSET LOCATORS EACH TIME A REPORT IS REQUESTED FOR THIS PURPOSE).

Bona Fide Business Verification

One of the following must be attached:

- Copy of Business License • Sales tax records • Articles of Incorporation • State and/or Federal tax Records • Corporation verification with State or Federal government

Attachment Information

Each of the following must be attached:

- Advertising Material or Business Card • Copy of Business Check

Terms for the User Agreement

User Agrees to

1. Abide by the Fair Credit Reporting Act (FCRA), the Americans with Disabilities Act and other applicable equal opportunity laws (ADA), the Gramm-Leach-Bliley Act of 1999 (GLBA) and the Driver Privacy Protection Act (DPPA), as well as the laws of the applicable state issuing Motor Vehicle Records (MVRs) when information subject to those acts is requested.
2. Accept responsibility for processing and using information provided by Florida Asset Locators, Inc. in accordance with the ADA, the GLBA and the DPPA when the data requested is subject to such, and the FCRA when the data requested is subject to FCRA, the requirements of the three main credit repositories ("Repositories") and other suppliers and databases imposed upon users of their data, as well as all applicable local, state and federal laws.
3. Be aware that the FCRA provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, or imprisoned not more than two years or both.
4. Be aware that some states have more strict "Human Rights" and ADA based statutes in force for employers; and, that compliance with these laws is the responsibility of the User.
5. Obtain a proper release and authorization from each job applicant and a credit application from each credit applicant for whom information is requested.
6. Recognize that information is obtained and managed by fallible sources, and that, for the fee charged, Florida Asset Locators, Inc. cannot guarantee or insure the accuracy, completeness, timeliness or the depth of information provided.
7. Assume responsibility for the final verification of the applicant's identity.
8. The fact that Florida Asset Locators, Inc. employees are not allowed to render any opinions regarding information contained in a consumer report. Hiring decisions or any other actions or decisions must be based on User policies and procedures.
9. Give the applicant Florida Asset Locators, Inc. telephone number and address if information provided in a consumer report results in adverse action as defined in FCRA; and both advise applicants, and follow procedures itself, regarding Repository mandates on inquiries or complaints.

Florida Asset Locators, Inc. Agrees to

1. Comply with all applicable laws in the preparation and transmission of reports as defined In 15 USC-1681 et seq, regulated by the Federal Trade Commission.
2. Follow reasonable quality assurance procedures.
3. Re-verify at no cost when a User makes the request by telephone or the subject makes a request in writing. Florida Asset Locator's" response shall be made in writing and delivered in a timely manner.
4. Maintain a log on consumer report information secured by Users, and transaction details, for a minimum of two years. During an inquiry, the subject of the report has the right to learn the name of the User ordering information and has the right to see the report ordered by the User.
5. Maintain confidentiality of its data acquisition and verification methodology. Florida Asset Locators, Inc. may, at its sole discretion, terminate service to any user.
6. Comply with all applicable local, state and federal laws, rules and regulations in the preparation and transmission of other types of reports, including but not limited to UCC, business verification and public records.

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Terms and Conditions

1. User agrees that it will secure consumer credit and other information on individuals only for a one-time use and solely for its use in credit collection or employment transactions between itself and the consumer/individual to whom information refers and/or for such other “permissible purposes” related to a business transaction as are defined by the FCRA; that it will neither request nor use any such information for any other purpose; and that it will advise, during each request for consumer or individual information, of the specific permissible purpose for which the information is sought (tendering this permissible-purpose information in such form or manner as stipulated by Florida Asset Locators, Inc.) Furthermore if the reason User’s need for the information becomes different than that indicated in the “User agrees” section above, then User shall notify Florida Asset Locators, Inc. immediately of the change and sign an addendum to the User Agreement, provided that the new use consists of a permissible purpose as defined in FCRA. User also agrees that it is the “End User” and will not further sell consumer reports and other information provided by Florida Asset Locators, Inc..
2. User agrees that it will obtain and retain on file appropriate application, release and/or authorization forms from any credit applicant, job applicant or other individual on whom information in Repositories accessed through Florida Asset Locators, Inc. is sought; that it will disclose to such individual(s) as and when required by law that credit report information and other information (including investigative credit report information, if applicable) will be sought on such individual(s); and that it will advise consumer(s) when credit is denied, terminated or changed or when an application is declined, based in whole or in part on information secured through Repositories availed by Florida Asset Locators, Inc. (advisees in such case to include name & address of applicable Repository).
3. User agrees that it will retain application, release and/or authorization forms obtained per (2) above for three years in all cases where credit is extended or application approved and in any case where credit is declined or application declined; and that it will make available these application/authorizations/releases to Florida Asset Locators, Inc. upon reasonable notice for occasions where confirmation or audit is required, either by the Repositories or by Florida Asset Locators, Inc.
4. User agrees to take all reasonable precautions to ensure that consumer credit and other information on individuals (including scores) will be held in strict confidence, disclosed only to those of its employees whose duties reasonably relate to the legitimate business purpose for which the information was requested, and not disclosed to any other person in whole or in part unless required by valid subpoena or court order.
5. User agrees that services hereunder may initiate upon the tendering its Subscription fee or deposit thereon, if any, followed by Florida Asset Locators, Inc. issuance of a User ID designation and password. For any services making use of Florida Asset Locators, Inc. communications lines, time charges as stated separately will be additional; and for services where report data is secured and tendered on a per-transaction basis using Florida Asset Locators, Inc. subscription arrangements with Repositories, charges per-Report and/or per-item of information secured by User will also be additional (also at rates of charge as stated separately, in an addendum hereto or otherwise, if any).
6. User agrees and acknowledges that payment to Florida Asset Locators, Inc. for services rendered shall be made in one of the two following manners and by initial hereto, User agrees to such method and agrees to provide all necessary information and documentation to Florida Asset Locators, Inc. , at the time of signing this Agreement: (1) Florida Asset Locators, Inc. accepts payments via ACH (Automated Clearing House) and Florida Asset Locators, Inc. requires your Company’s bank name, address, general phone number, name on the account, account #, ABA # and voided copy of a check. User Initials _____; or (2) Florida Asset Locators, Inc. accepts payments via Visa, MasterCard, AMEX and Discover. User Initials _____. Florida Asset Locators, Inc. will email invoices to User, once a month for those who generate less than

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\$1,000.00 per month (for services from the 1st through the last day of the month) and twice a month for those who generate more than \$1,000.00 per month (for services from the 1st to the 15th and the 16th through the last day of the month). Should User have a reasonable dispute with regard to an invoice, User must notify Florida Asset Locators, Inc. of such prior to the 10th day after the date of the invoice, by sending all detail or documentation via email to researcher-support@background-checks-systems.com or fax to 305-402-3181 ATTN: Accounting Department. Florida Asset Locators, Inc. will respond to User's dispute within 5 days after receipt. Upon the 10th day after the date of the invoice, Florida Asset Locators, Inc. will either automatically charge User's Credit Card or ACH User's account, all undisputed amounts due. Reasonably disputed amounts may be withheld until such time that User and Florida Asset Locators, Inc. can mutually agree as to the appropriate measures to be taken.

7. Florida Asset Locators, Inc. may, upon thirty (30) days prior written notice to User via regular US mail, unilaterally increase the fees then in effect to reflect an increase a) in any charge to Florida Asset Locators, Inc. by its service or data providers, b) in any costs or surcharges due to State requirements, or c) in costs of new enhancements or services to be provided, provided however, that User may terminate this Agreement on thirty (30) days' written notice after receipt of written notice of the fee increase from Florida Asset Locators, Inc., if the fee increase is at any rate higher than ten percent (10%) per annum and provided in turn, that Florida Asset Locators, Inc. may, in its sole discretion, cure any such termination during such thirty (30) day period.

8. User will hold its Subscriber Code, User ID and/or Password in strict confidence, and will report to Florida Asset Locators, Inc. immediately any loss, theft, or disclosure or unauthorized use of said User ID, Code or Password. Until Florida Asset Locators, Inc. is so notified and acknowledges de-activation of the User ID Code and Password, User shall be liable for any and all user charges, and for any and all effects and/or consequences of any misuse.

9. By signature hereto, User agrees that information secured will be for its exclusive use, in its credit, insurance, marketing or other business decisions, and that all consumer credit and allied information will be held in strict confidence. Further, use of such information for unfair or deceptive practices is strictly prohibited; and information on (prospective) employees will only be secured by designated authorized representative(s) of subscriber, identified as "Contact(s)" herein; additionally, User employees will be forbidden to obtain any information on themselves, associates or any others save in the performance of their official duties. Finally, consumer credit information will not be disclosed to the subject of the information, except that it may be disclosed if adverse action is taken. In either case, subject(s) requesting a copy of their information will be referred, upon need or legitimate inquiry, to Florida Asset Locators, Inc. or to the Repository office identified on the consumer credit information, except as otherwise required by applicable State law.

10. Information obtained in accordance herewith shall be held in strict confidence and is never to be reproduced, revealed or made accessible in whole or in part to any others unless required by law. User agrees to hold **Florida Asset Locators, Inc. d/b/a Background Checks Systems** and all its agents, as well as **Equifax**, Experian, Trans Union, Dun & Bradstreet and other credit information providers, harmless from any expense, damage or liability arising or resulting from the publishing or disclosure of consumer credit information contrary to these conditions by any party, including Florida Asset Locators, Inc., its employees and its agents, whether such information is disclosed by design or in error. Further, User specifically agrees to hold Florida Asset Locators, Inc. harmless from any special, incidental, exemplary or consequential damages of any nature.

11. User acknowledges and avers generally, unless otherwise permitted, that it is not in business as a credit repair office, a "skip trace," anyone engaged in news media, a private investigative office, a detective agency, a law firm or lawyer; that it is listed in the telephone Yellow Pages under the heading of Private Investigator, Detective Agency, or similar heading. User agrees to on-site inspection at its premises prior to commencement of service hereunder, to

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include inquiry into and/or review of User's procedures and processes in acquiring information, security practices and other protective measures in place to ensure User compliance with terms hereof. Further, User agrees to periodic audit of similar nature by Florida Asset Locators, Inc. or by its supplier(s) or Repositories for reassurance thereafter.

12. User agrees to place all devices used to obtain credit information in a secure location within their facility. These devices should be secured so that unauthorized persons cannot access them. After normal business hours devices will be turned off and locked.

13. User agrees to shred or destroy all hard copy consumer reports and to erase or scramble electronic files containing consumer information within six (6) months after receipt.

14. This Agreement shall become effective as of the first date so indicated below (the "Effective Date"). This Agreement shall remain in effect for an initial term of three (3) years (the "Initial Term") after which it shall be automatically renewed for additional one (1) year periods, (the "Renewal Term(s)") until terminated by either party on sixty (60) days written notice to the other party, prior to the end of the then existing Term. Obligations for the payment of charges and for the continuation of confidentiality and maintenance of records, however, shall survive any termination of this Agreement.

15. User shall pay all applicable federal, state and/or local sales, service or use taxes and any other taxes, however designated, levied or imposed by reason of any action or transaction under this Agreement, other than taxes imposed on Florida Asset Locators, Inc. net income.

16. EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE, FLORIDA ASSET LOCATORS, INC. MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FLORIDA ASSET LOCATORS, INC. DOES WARRANT THAT IT SHALL PERFORM ITS SERVICES HEREUNDER IN A COMPETENT AND WORKMAN-LIKE MANNER IN ACCORDANCE WITH THE STANDARDS OF THE INDUSTRY.

17. UNDER NO CIRCUMSTANCES SHALL FLORIDA ASSET LOCATORS, INC. BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANY REAL OR ANTICIPATED PROFITS, EVEN IF FLORIDA ASSET LOCATORS, INC. HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY LIABILITY OF FLORIDA ASSET LOCATORS, INC. OF ANY NATURE UNDER THIS AGREEMENT SHALL BE LIMITED TO A REFUND OF THE APPLICABLE PAYMENTS MADE BY USER UNDER THIS AGREEMENT. NO CLAIM, ACTION OR PROCEEDING MAY BE COMMENCED MORE THAN TWO (2) YEARS AFTER THE OCCURRENCE WHICH HAS GIVEN RISE TO SUCH CLAIM, ACTION OR PROCEEDING.

18. As used herein, "Confidential Information" means all confidential and proprietary information furnished by either party to the other and all information derived there from. The term "Confidential Information" does not include information which (i) becomes generally available to the public other than as a result of a disclosure by the information receiver; (ii) was available to the information receiver on a non-confidential basis prior to its disclosure by the information provider; (iii) becomes available to the information receiver on a non-confidential basis from a source other than the information provider, provided that such source is not known by the information receiver, after due inquiry of such source, to be bound by any duty to the information provider or another entity, to keep such information confidential; or (iv) is independently developed by the information receiver. Each party agrees that the Confidential Information disclosed to it by the other party shall not be disclosed to any third party and shall be used only for the purpose of this Agreement. Each party agrees to treat all Confidential Information of the other party in the same manner in which it treats its own confidential and proprietary information, including prohibition of and sanction against the use of such by any third party for direct or indirect gain and against any employee, agent or associate of a party so revealing and/or using such information for direct or indirect gain.

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19. This Agreement may be terminated only in accordance with Paragraphs 14 herein, or upon thirty (30) days after receipt of written notice of any material breach of provision(s) of this Agreement if such breach is not cured within said thirty (30) day period.

20. General Provisions

a. Notices. Except as specifically maintained otherwise herein, any and all notices shall be given in writing and mailed Registered or Certified mail, return receipt requested or sent via overnight courier service or by hand delivery to the other party at the address listed above. The date of receipt shall be deemed to be the effective date of the notice.

b. Waiver. The failure or delay of either party to enforce any terms or conditions of this Agreement shall not constitute a waiver of the same or of any other terms or conditions, or otherwise preclude or prejudice the later enforcement of the same or other terms and conditions.

c. Modifications. Except as specifically maintained otherwise herein, this Agreement may be modified or amended only by the written consent of both parties.

d. Headings. All headings used in this Agreement are for the convenience of the parties and are for reference purpose only.

e. Injunctive Relief. Each party shall have, in addition to any other relief at law or in equity, the right to injunctive relief to redress any breach of this Agreement by the other party.

f. Attachments. The Fee Schedule attached hereto is deemed incorporated into this Agreement as if fully set forth herein.

g. Severability. If any term or condition of this Agreement is deemed to be invalid or unenforceable, all remaining terms and conditions shall nonetheless remain in full force and effect.

h. Assignment. Neither party may assign this Agreement without the prior written consent of the other, except that either party may assign this Agreement to any of its affiliated companies without such consent or may assign this Agreement in any event of the sale by such party of all or substantially all its assets to an Assignee, provided that the Assignee assents in writing to all terms and conditions hereof and further provided that scope, level, volume and nature of service to be provided to or by Assignee are not materially changed.

i. Restriction on Employment. User may not hire any employee of (or contractor/consultant to) FLORIDA ASSET LOCATORS, INC. engaged in fulfilling the terms of this Agreement without the prior written consent of FLORIDA ASSET LOCATORS, INC. .

j. Choice of Law and Venue. THE PARTIES HEREBY IRREVOCABLY AGREE TO COMMENCE AND SUBMIT TO THE SOLE AND EXCLUSIVE LAW AND JURISDICTION OF THE COURTS OF THE STATE OF FLORIDA , COUNTY OF MIAMI-DADE, AND OF THE FEDERAL COURT LOCATED IN THE STATE OF FLORIDA, ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND FURTHER AGREE THAT VENUE IN ANY OF SUCH COURTS SHALL BE DEEMED PROPER.

k. Collection and Attorneys' Fees. Without limiting any of FLORIDA ASSET LOCATORS, INC remedies for non-payment or late payment of invoices, User shall be liable to FLORIDA ASSET LOCATORS, INC. for any and all interest, late fees, costs of collection, court costs and reasonable attorneys' fees relating to any collection action or proceeding regarding invoices for services rendered pursuant to this Agreement and remaining unpaid after the due date.

l. Force Majeure. Performance by FLORIDA ASSET LOCATORS, INC may be subject to interruption and delay due to causes beyond its reasonable control such as acts of God, government, weather, fire, power or telecommunications failure, inability to obtain supplies or information, breakdown of equipment or interruption in Credit Bureau services or communications. Neither party shall be liable to the other for any delay or failure to perform which results from causes outside its reasonable control.

m. Audits. During the Term of this Agreement and continuing for one (1) year after termination, FLORIDA ASSET LOCATORS, INC may at any time, after reasonable prior written

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notice and at mutually convenient times during normal business hours, audit User's compliance with the provisions of this Agreement and the legal requirements applicable to it regarding compliance with the FCRA and any other laws or regulations applicable to it.

n. Cure Periods. Unless specified otherwise, no termination for breach of any term hereof or for other reason (excluding expiration of term or renewal period) shall be effective without offering a thirty (30) day period for cure of such breach or correction of such other reason.

o. Continuation of Confidentiality. Notwithstanding anything referenced herein to the contrary, the duty of confidentiality to which the parties to this Agreement are bound, shall continue in full force and effect for three (3) years after the date of any termination of this Agreement.

21. Document Approval

Florida Asset Locators, Inc. and User certify that the terms on this and the prior pages have been read and that the undersigned agree to the terms of this User Agreement as written on behalf of his or her organization or business and represents that he / she is authorized to execute on behalf of the party so indicated.

Florida Asset Locators, Inc and User acknowledge that this User Agreement may be executed in multiple counterparts, each of which deemed an original and taken together shall constitute one and the same instrument, with facsimile signatures construed as valid and binding marks.

This Agreement, together with the Fee Schedule, constitutes the entire agreement between Florida Asset Locators, Inc and User with regard to the subject matter contained herein and supersedes all other existing or contemporaneous agreements, writings, communications or understandings between the parties concerning such subject matter, whether written or oral. There are no warranties, representations or agreements of the parties with respect to the subject matter of this Agreement, other than those herein.

IN WITNESS WHEREOF, Florida Asset Locators, Inc. and User have caused this User Agreement to be executed as of the Effective Date, by the undersigned duly authorized.

(User Signature) _____

Name Typed or Printed Name _____

Title

Date: / /

Florida Asset Locators, Inc.

Name Typed or Printed Name _____

Title

Date: / /

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