

Fidelity Data Service Agreement

This Agreement is made and entered into by and between Fidelity Data Service its office at 537 U.S. Highway One, Suite 6, North Palm Beach, FL and

_____ ("Client")

with its principal office located at:

This Agreement shall be effective upon execution of both parties.
The parties agree as follows:

1. Fidelity Data Service is a consumer-reporting agency and provides, among other things, consumer reports and investigative consumer reports ("Background Reports") as defined by the Fair Credit Reporting Act ("FCRA"). Subject to the terms and conditions of this Agreement, Fidelity Data Service agrees to furnish, upon client's request, Background Reports in the course of processing job applicants, employees or independent contractors (collectively, "Consumers") or other individuals as Client requests for the FCRA permissible purpose, Employment Screening.

2. **Information Security:** Client acknowledges and understands its obligation to maintain the confidentiality and integrity of all Fidelity Data Service's proprietary information, to include but not limited to, Client identification numbers and passwords requested or received from or through Fidelity Data Service. Client shall maintain reasonable and appropriate technical, physical and administrative measures to protect against unauthorized access to and or misuse of the Fidelity Data system and consumer reports. In the event Fidelity Data Service reasonably suspects misuse or unauthorized access through Client's account, Fidelity Data Service may suspend or cancel Client's account

3. **Client Obligations:** Client agrees that it will:

(a) Be responsible for identifying and taking all steps necessary to comply with all applicable federal, state and local laws in connection with the procurement and use of Background Reports to include providing the Consumer with consent, disclosures and reports required by the FCRA;

(b) Client understands and agrees that each time it requests an Investigative Consumer Report (as defined by the FCRA) from Fidelity Data Service, Client is representing and warranting that it has

complied with Client's obligations for each Consumer under the FCRA sections 606(A)(2); (c) Assume responsibility for the final verification of the Consumer's identity; (d) Base all hiring decisions and actions on client's own policies and procedures and acknowledges that Fidelity Data Service employees will not render any opinions or recommendations regarding the findings of the Background Reports; (e) Promptly pay for all services rendered hereunder in accordance with the fee schedule attached hereto and acknowledges that the fee schedule may be revised at any time.

(f) Pay invoices net twenty (20) days from date of receipt of such invoice. Failure to pay in accordance with the terms of this Agreement may result in an interest charge of 1.5% per month on the unpaid balance, the suspension of Client's access privileges, release Fidelity Data Service from any obligation to perform any further services;

(g) Acknowledges that title, ownership, and intellectual property rights in and of the Fidelity Data Service system of products and services shall remain with Fidelity Data Service and/or its suppliers. Client further acknowledges that all content contained in any Background Report is the property of the applicable content owner and may be protected by applicable contract and/or copyright law.

4. Motor Vehicle Records Information Obligations: If motor vehicle records ("MVR") are requested with respect to any Consumer, Client agrees that it:

(a) Shall use the MVR only for "employment purposes" as promulgated by the FCRA and any applicable state law;

(b) Is qualified to do business and currently holds all licenses required to operate Client's business in all states where Client conducts business and/or has employees;

(c) Will comply with all applicable federal and state laws related to the use and review of MVR's, including the Driver's Privacy Protection Act found at 18 U.S.C. Section 2721 et seq. ("DPPA");

(d) Will not use the MVR to build its own database or copy or otherwise reproduce the MVR except in connection with the review of the Consumer,

(e) Will not sell, distribute or disseminate the MVR, in whole or in part, to any third party and shall use the MVR solely as an end user; and

(f) Submit to an audit of Consumer consent forms upon request of Fidelity Data Service. In the event of such request, reasonable notice would be provided and audit would take place during Client's regular business hours.

5. Fidelity Data Service agrees that it will:

(a) Comply with all applicable federal, state and local laws in the preparation and transmission of Background Reports, including, without limitation, the FCRA;

- (b) Follow reasonable quality assurance procedures to reasonably assure the accuracy of the information contained in a Client Report and to maintain procedures designed to ensure that the reported public record information is complete and current;
- (c) Implement reasonable and appropriate technical and administrative measures to protect consumer data from unlawful or unauthorized disclosure or access.
- (d) Re-verify at no cost, to Client or Consumer any disputed report when either the Client or the Consumer makes a request in accordance with applicable law.
- (e) Maintain consumer report information and transaction details for a minimum of three (3) years and upon written request by a Consumer to inform the Consumer of the substance of the report and information contained in the Background Report delivered to Client and

6. Limitations of Liability: Fidelity Data Service and Client agree that only in the event Fidelity Data Service has been proven to have engaged in negligent or intentional wrongdoing in the preparation and transmission of the Background Report, Fidelity Data Service's total liability to Client shall be limited to the return of the fees paid to Fidelity Data Service for the Background Report and then only to the extent that the information contained in the Background Report is found to be the primary basis upon which an injury or damage resulting from the furnishing of the Background Report by Fidelity Data Service. Client agrees that Fidelity Data Service shall not be liable to Client for any other damages, costs or expenses whatsoever except as expressly agreed to above or pursuant to Section 7(b) herein, and that neither party shall be liable to the other for punitive, exemplary or consequential damages.

7. Indemnification: Client shall indemnify, defend and hold Fidelity Data Service harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, which may be incurred by Fidelity Data Service based upon the illegal or wrongful use by Client of the Background Report, the gross negligence or intentional wrongdoing by Client in connection with the use of the Background Report, frivolous lawsuits brought by Client's Applicant, or Client's failure to comply with its obligations under the FCRA or other applicable laws in connection with the procurement or use of the Background Report.

(a) Fidelity Data Service shall indemnify, defend and hold Client harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorney' fees and costs, which may be incurred by Client, as a result of negligent or intentional wrongdoing

by Fidelity Data Service in preparing and transmitting the Background Report.

8. Confidential Information: Client agrees to treat all Confidential Information disclosed in any matter arising out of, or relating to this Agreement and in accordance with the provisions of this Section and the Agreement. "Confidential Information" means all proprietary or secret data and sales or pricing information relating to Fidelity Data Service and its operations, employees, products or services, and, as to Client all information relating to any Affiliate, customer, potential Customer, Agent and/or independent sales outlet. Client receiving such Confidential Information shall: (i) protect and maintain it in confidence, except to the extent necessary to carryout the purposes of the Agreement; and (ii) use at least the same degree of care in maintaining secrecy as it uses in maintaining the secrecy of its own Confidential Information, but in no event less than with reasonable care and diligence. At all times, both during this Agreement and after its termination, Client shall not disclose any Confidential Information without prior written consent of Fidelity Data Service.

9. Term: From the date of execution, the term of this Agreement shall continue in force without any fixed date of termination, but either party may terminate the Agreement for any reason upon thirty (30) days prior written notice to the other.

10. Warranty: Fidelity Data Service represents and warrants that services will be performed in a diligent and professional manner in accordance with applicable industry standards. Fidelity Data Service shall use its best efforts to provide complete and accurate information to Client; however, Client recognizes that Fidelity Data Service cannot guarantee the accuracy of the information provided because such information is subject to human error and obtained from public records and other third party sources that are not under the direct control of Fidelity Data Service and accurate, valid or complete may not always be accurate or current. Except as otherwise set forth in this Agreement, Fidelity Data Service disclaims all warranties expressed or implied including warranties of merchantability or fitness for a particular purpose

11. Governing Law and Venue: This Agreement is deemed executed, to be performed in, and to be construed in accordance with the laws of the State of Florida. The parties hereto agree that the venue in all action or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Palm Beach, State of Florida.

12. Database Public Records Products: Client understands and agrees that database criminal record products are an abstract of the

public record and may not reflect the current and up to date public record status at the time a given search is conducted. It is further understood that no database source represents or contains the complete records of the court system sources available. In addition, Client understands and acknowledges that database records may not include all of the necessary identifiers needed to associate the record in the database with the consumer whose record is being checked. Subject to section 613 of the FCRA, client agrees to compensate Fidelity Data Service for the verification of public record items likely to have adverse impact on the consumer at the authoritative source of the record.

13. **Miscellaneous:** This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It supersedes any prior or contemporaneous agreements or representations including purchase orders. Only a written addendum, executed by both parties may modify this Agreement. If any provisions of this Agreement are determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such provision(s) or part(s) shall be stricken from this Agreement and shall not affect the legality, enforceability or validity or the remainder of this Agreement.

FIDELITY DATA SERVICE

Signature/Title: _____

Date: _____

Company Name: _____

Signature/Title: _____

Date: _____

Email Address: _____