



## Client Service Agreement

### Searchlight Screening's Policies and Procedures Applicable to Clients

In order to comply with Applicable Law, requirements imposed on Searchlight Screening by third party vendors and data service providers, and in order to ensure Client's corresponding compliance, Searchlight Screening will strictly enforce Searchlight Screening's Policies and Procedures ("Searchlight Screening's Policies and Procedures"), as set forth herein.

Additionally, this information may be obtained through your Client Services Representative.

Searchlight Screening's Policies and Procedures form a material part of the Service Agreement between Searchlight Screening and Clients ("Agreement").

Searchlight Screening's Policies and Procedures can be changed by Searchlight Screening from time to time based on Applicable Law, agreements with Searchlight Screening's vendors and data service providers, practices in the consumer reporting industry, and for other reasons considered appropriate by Searchlight Screening. In the event of Client's failure to comply with these Policies and Procedures, Searchlight Screening's will exercise its remedies as set forth in the Agreement.

**It shall be Client's sole and exclusive responsibility to ensure that it is in full compliance with Applicable Law, all relevant Compliance Requirements set forth in the Agreement, and all of Searchlight Screening's Policies and Procedures before requesting or using any Consumer Report information.**

#### **I. Client Identification Required for Account Setup and Activation**

Searchlight Screening must verify the identity of its Clients and the Permissible Purpose for their use of Consumer Reports, as such terms are defined under the FCRA. Accordingly, Searchlight Screening requires and Clients shall provide to Searchlight Screening, and maintain current, certain compliance information and materials.

##### **1. Contracting Clients Information:**

- Clients' Legal Name: \_\_\_\_\_
- Clients' Tradename (*if applicable*): \_\_\_\_\_
- Physical Address of Clients: \_\_\_\_\_  
\_\_\_\_\_
- Clients Phone number (*as listed in telephone directory*): \_\_\_\_\_
- Clients Fax number: \_\_\_\_\_
- Website URL: \_\_\_\_\_

##### **1. Services Required:**

- **Criminal Background Check**
- **MVR – Motor Vehicle Report**
- **Drug Screening**
  - **5 – Panel**
  - **10 – Panel**
  - **5 – Panel DOT**
  - **10 – Panel DOT**

**2. Business Enterprise Information:**

Top of Form

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• Type of Business (*check one*) : Corporation Proprietorship Partnership LLC Other  
*(if "Other" is selected, please describe):*

• Business Classification (*check one*): Employer Other  
*(if "Other" is selected, please describe):*

• Business operates from (*check one*): Office Other

Bottom of Form

*(if "Other" is selected, please describe):*

• Date Business Established: State of Incorporation or formation date: \_\_\_\_\_

• List/Describe all activities for this business: \_\_\_\_\_

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**1. Clients Contact Information:**

• Contact Name: Contact's Title: \_\_\_\_\_

• Contact's Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

• Contact's Fax number: ( \_\_\_\_\_ ) \_\_\_\_\_

• Contact's Email Address: \_\_\_\_\_

**1. Billing Information:**

○ Clients' Remittance/Billing Entity Name: \_\_\_\_\_

○ Clients' Remittance/Billing Address: \_\_\_\_\_

\_\_\_\_\_

**1. Reports Location:**

If the Services will be requested, processed and/or from a data center or other location different from that described in item

I.A., above, please complete the following with respect to that location:

- Physical Address: \_\_\_\_\_  
\_\_\_\_\_
- Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax number: ( \_\_\_\_\_ ) \_\_\_\_\_
- Contact Name: Contact's Title: \_\_\_\_\_
- Contact's Email Address: \_\_\_\_\_

## **II. Additional Compliance Materials**

Searchlight Screening requires the following compliance materials for Clients:

- Bank account verification
- 3 trade references with the following:  
Company Name:

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

Fax Number: ( \_\_\_\_\_ ) \_\_\_\_\_

Address: \_\_\_\_\_

City - \_\_\_\_\_ State - \_\_\_\_\_ Zip \_\_\_\_\_

Nature of Business Relationship:  
\_\_\_\_\_

Searchlight Screening may require additional materials to satisfy federal and state compliance requirements. These materials may include specific certifications, examples of consumer authorization language or adverse action notices, copies of End-User Service Agreements, business licenses, professional literature or advertising. We will assist you to identify which additional materials, if any, may be required.

## **III. On-going Duties**

Clients has certain on-going duties including, as an example but without limitation, Clients' duties when adverse action is taken with respect to a Consumer's application and Consumer re-investigations. Clients will at all times be, and will cause each of its End-Users to be, compliant with such on-going duties. Some of these duties are described in the following FCRA Appendices, and there may be similar and/or additional state duties imposed on an "End-User" of Consumer Reports:

- Prescribed Notice of User Responsibilities (Appendix C to Part 601 of the FCRA).
- Prescribed Summary of Consumer Rights (Appendix A to Part 601 of the FCRA).
- Prescribed Notice of Furnisher Responsibility (Appendix B to Part 601 of the FCRA).
- Prescribed Summary of Identity Theft Rights (Appendix E to Part 698 of the FCRA).

It is Client's duty to maintain updated copies and comply with the requirements set forth in such appendices and other Applicable Law. Copies of the above referenced FCRA Appendices were remitted to Clients on or about the Effective Date of this Agreement, and the full text of the FCRA and the above-referenced Appendices can be obtained from the Federal Trade Commission website at <http://www.ftc.gov> (as such web site address may be changed from time to time).

Changes in Applicable Law or Searchlight Screening's Policies and Procedures may require modifications to the Compliance Requirements from time to time, and Clients shall comply with said modifications and will provide such other representations, warranties or compliance

materials as shall be required by Searchlight Screening.

#### **IV. System Access and Security Requirements**

The Services provided to Clients under this Agreement shall be provided by access to Searchlight Screening's Access Systems over the Internet, by telephone, by fax or by hard copy. The following shall apply:

1. The ability to access Reports shall be restricted to only duly authorized personnel, whether by Searchlight Screening's Access Systems or otherwise, all according to procedures that meet or exceed all applicable regulations including, but not limited to, the Searchlight Screening's policies and procedures, and Applicable Law.
2. Any system or device of any kind used by Clients to obtain or receive Reports shall be placed in a secure location within Client's facility, and Clients shall take all necessary precautions to secure any such system or device in such a manner as to prevent unauthorized access.
3. All such systems or devices shall be disabled or locked after normal business hours or when left unattended by authorized personnel.
4. Each of Client's duly authorized personnel will be assigned a unique logon password to access Searchlight Screening's Services. Clients and each of such duly authorized personnel shall protect account numbers and passwords used to access Searchlight Screening's Services in such a way as to be known only to such authorized personnel, and under no circumstances will unauthorized personnel have knowledge of any such account numbers or passwords. Clients shall not post in any manner passwords or account numbers within Client's facility. Clients further agrees that account numbers and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee of Clients or Searchlight Screening.
5. Clients is responsible for the security of assigned codes, and is hereby notified of the possibility of theft or other form of compromise of Client's assigned codes, which may or may not be detected, and of the possibility of use of a stolen or compromised assigned code to forge Client's access to Searchlight Screening's Services.
6. If Clients utilizes software provided by a third party vendor, which software incorporates modules or imbedded functionality to access Searchlight Screening's Services, then Clients is strictly prohibited from using that third party software to acquire Searchlight Screening's Services until and unless (a) that third party software vendor provides Clients with a writing certifying that it is authorized by Searchlight Screening to provide such functionality or (b) such third party software has otherwise been authorized by Searchlight Screening to Clients pursuant to a separate written agreement or Exhibit to this Agreement.
7. Any software Clients may utilize to access Searchlight Screening's Services, whether developed by Searchlight Screening or provided by a third party vendor, must have account numbers and passwords "hidden" or embedded so that Searchlight Screening passwords and account numbers are known only to supervisory personnel or other personnel authorized to use the Services, and that Clients software must itself be secured with passwords unique to each person authorized to use the Services.
8. In the event of a breach of system security or an unauthorized access of Consumer Report information, Clients shall comply with all notice requirements in every jurisdiction where such notice is required and shall give immediate notice to Searchlight Screening, time being of the essence.
9. Clients shall be responsible in all respects for any and all Services performed as a result of any use of Client's assigned access codes, whether or not intended or authorized.

Reviewed and Approved <i>(Authorized Signature)</i>	Date
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#### **V. Information to Request from Client's Applicants to keep in Client's File**

Clients shall request from its Applicants, the identifying information set forth on Searchlight Screening's \*Pre-Employment Authorization form and keep such information in Client's file, as requested under Applicable Law and the Agreement.

**Fax back to 718-499-1728**