



## CSS Test, Inc. Customer Agreement, Disclosure, & Indemnification

### Service Agreement

THIS AGREEMENT is between CSS Test, Inc. ("CSS"), a New Jersey corporation with its principal place of business located at 400 Laurel Oak Road, Suite 102, Voorhees, New Jersey 08043 and \_\_\_\_\_ (Client), with its principal business located at, \_\_\_\_\_.

This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

#### 1. Services Rendered by CSS TEST

1.1 Upon request and relying upon Customer's representations that it has a legitimate purpose for information, CSS TEST will provide consumer reports to the Customer. CSS TEST will only furnish a report for a permissible purpose under the Fair Credit Reporting Act, 15 U.S.S §1681 et seq. ("FCRA") and no other purpose.

CLIENT desires to purchase Employment Screening Products and related services from CSS Test, Inc., including but not limited to **Employment Background Investigations & Drug Testing**. CLIENT acknowledges:

A. CSS Test, Inc. is defined as a "Consumer Reporting Agency" by the US Federal *Fair Credit Reporting Act (FCRA)*, 15 U.S.C. 1681, et seq. as amended, and its State analogues.

B. Employment Screening Reports provided by CSS Test, Inc., purchased and used by CLIENT are defined as "Consumer Reports" or "Investigative Consumer Reports" (Consumer Reports) by the FCRA.

C. Substance Abuse Test results, when provided by a Consumer Reporting Agency, are considered to be "Consumer Reports" by the US Federal Trade Commission and therefore subject to FCRA regulations.

D. By using the services of CSS Test, Inc., CLIENT is considered a "User" of Consumer Reports under the FCRA and must comply with the FCRA.

1.2 Periodically CSS TEST may provide to Customer copies of certifications, consumer consents, notices and summary of rights under the FCRA as well as other forms which CSS TEST finds helpful in meeting its obligations under the FCRA and other applicable laws on its website for downloading by Customer. However, it is the responsibility of the Customer to be knowledgeable about and to comply with the FCRA, the Driver Privacy Protection Act, 18 U.S.C §2721 et seq. ("DPPA") and other applicable federal, state and local laws regulating the release and use of such consumer reports.

#### 2. Customer responsibilities when ordering report

2.1 Customer represents that it is an existing business with the legitimate need for consumer reports offered by CSS TEST. Customer specifically represents that reports will only be obtained for its own use and it is the end user of the reports. Customer will request reports for one of the following purposes: insurance underwriting, employment purposes, granting credit, collection of an account, or in connection with a business transaction initiated by the individual who is the subject of the report.

2.2 The Customer represents that, in addition to complying with the FCRA and similar state laws, in regard to all reports, it will follow the requirements of the DPPA and the various state laws implementing the DPPA in regard to motor vehicle reports.

#### 3. Customer representations and responsibilities when ordering a report for underwriting/rating or employment purposes

3.1 Customer represents that prior to requesting a report for insurance and or employment purposes, Customer will:

(i) disclose to the individual who is the subject of the report that a consumer report may be obtained;

(ii) obtain, except as otherwise permitted by law, a consent of the individual authorizing the consumer report; allow CSS to audit customer at CSS's discretion to ensure that all relevant releases authorizing screening services are being obtained by the customer.

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(iii) provide to the individual a summary of the individual's rights under the FCRA; and

(iv) not utilize any information in violation of any federal, state, local and/or DPPA equal employment opportunity law or regulation.

#### **4. Compliance with Applicable Law**

4.1 The laws relating to the furnishing and use of information are subject to change. It is the responsibility of Customer to become knowledgeable in such laws and to comply with them. The failure to comply with the then current applicable law may result in a breach of this agreement, termination of service, civil and criminal liability. CSS TEST does not undertake any obligation to advise Customer of its legal obligations. However, CSS agrees to use its best efforts to forward any and all information which it receives related to changes in the laws related to the furnishing and use of information.

4.2 Customer agrees to promptly execute and return to CSS TEST all documentation required, now or in the future, by any government agency or CSS TEST to permit release of information or to ensure compliance with applicable laws or regulations including CSS TEST'S routine and specific audit requests to verify that requests are being sought for permissible purposes. The failure to return such documentation will result in Customer being blocked from receiving the information related to the documentation, and, in some circumstances, all service may be terminated without additional notice.

#### **5. Charges for Services**

5.1 CSS TEST will charge a fee for each request made by Customer, in accordance with CSS TEST'S fees schedule. CSS TEST reserves the right to change the fees charged upon thirty (30) days notice to Customer. Applicable sales or other taxes will be added to all fees; right to change state fees, require no advanced notice. CSS TEST will take reasonable measures to provide state fee increase notices to its customers prior to the effective date, however cannot guarantee its promptness.

#### **6. Confidentiality of Information**

6.1 Information provided by CSS TEST to its Customers is considered confidential by law. Upon its receipt, Customer shall treat the information as confidential. Such information shall be maintained in confidential files to which access is restricted. Only those who need such information to perform their responsibilities shall have access to the same. Customer shall supply to CSS TEST the name and phone number of the contact person or persons with whom CSS TEST may discuss the contents of reports furnished to Customer or to verify information furnished by Customer.

#### **7. Responsibility for Information**

7.1 Customer acknowledges that CSS TEST relies totally on the information contained in the records of various governmental and private agencies for its reports. CSS TEST is not responsible for inaccurate or false information. Customer agrees to assert no claim and waives liability against CSS TEST for any inaccurate or false information included in any report unless CSS TEST had actual knowledge of the error and failed to correct it.

7.2 Customer will pay for all liabilities and expenses incurred by CSS TEST as a result of Customer's breach of any term or condition of this Agreement or Customer's failure to comply with the FCRA or other applicable laws. Further, Customer agrees to hold CSS TEST harmless and will indemnify CSS TEST from all claims and losses resulting from Customer's breach of this Agreement or violation of any applicable law. CSS TEST agrees to hold Customer harmless for all claims and losses arising from CSS TEST'S violation of any applicable law.

#### **8. Misuse of Information**

8.1 The FCRA prohibits the obtaining of information from a consumer reporting agency for an impermissible purpose, i.e. reasons other than those listed in paragraph 1.1. above. Further, those involved in such improper requesting may be subject to criminal penalties of imprisonment up to one year and/or a fine of \$5,000 for each offense. 15 U.S.C. § 1681q. Further, the DPPA prohibits obtaining information under false pretenses and restricts the resale or re-disclosure of personal information contained in stated motor vehicle records. A violation of the DPPA also may result in criminal penalties. 18 U.S.C. § 2733(a). If a Customer or one of its employees misrepresents to CSS TEST the reason for a report or requests a report for an impermissible purpose, CSS TEST may terminate service without notice in addition to other remedies available to CSS TEST.

#### **9. Termination of Agreement**

9.1 Customer may terminate this Agreement at any time upon written notice to CSS TEST. Customer will remain liable for all charges made to its account prior to termination and will promptly pay all sums due.

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9.2 CSS TEST may immediately terminate this Agreement upon the occurrence of the following events:

- (i) Default in payment of charges for CSS TEST services after providing Customer with 10 business days to cure;
- (ii) Misuse of information contained in a CSS TEST report;
- (iii) Improper requests for information;
- (iv) Failure of Customer to comply with or assist CSS TEST in complying with the FCRA or any other applicable law after providing Customer with 10 business days to cure;
- (v) A material breach of this Agreement or violation of any law or regulation governing the request, use or release of the information in the reports by Customer.
- (vi) Unauthorized release of information in a consumer report to a third party or the reselling of any report.

9.3 Otherwise, CSS TEST may terminate this Agreement by thirty (30) days written notice by CSS TEST to Customer.

**10. Ownership of Computer Programs**

10.1 This Agreement does not include the sale or license of any computer program used in CSS TEST'S providing services under this Agreement. Further, it is understood that such programs are not to be sold, transferred, assigned, given, downloaded or lent to any other person or entity.

**11. Change in Customer's Business**

11.1 Customer shall immediately notify CSS TEST of any of the following events: change in ownership of the Customer (over 50%); a merger, change in name or change in the nature of Customer's business that in any way affects Customer's rights to request and receive consumer reports.

**12. Miscellaneous Provisions**

12.1 This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations and representations. This Agreement may only be modified in writing signed by both parties; however, subsequent representations by Customer to show compliance with existing or future laws are effective when signed by Customer and those writings are to be construed to be part of this Agreement.

12.2 All communications and notices to be given under this Agreement will be made to the addresses and telephone numbers set forth herein. Each party will notify the other promptly of any change of address or telephone number.

12.3 This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and CSS TEST and Customer hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

12.4 This Agreement is deemed to have become effective and to have been entered into upon its acceptance in the State of New Jersey by CSS TEST. Therefore, this Agreement will be interpreted and enforced in accordance with the laws of the State of New Jersey.

**13. Required Terms for Agreement Between Reseller and End User for Consumer Reports for Employment Purposes (employment credit reports)**

1. End User is a (an) Employer licensed to do business in the State of Pennsylvania, and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").

2. End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.

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- 3. End User certifies that it will not request a Consumer Report for Employment Purposes unless:
  - a. A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes;
  - b. The consumer has authorized in writing the procurement of the report; and
  - c. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
- 4. End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:
  - a. A copy of the Consumer Report for Employment Purposes; and
  - b. A copy of the consumer's rights, in the format approved by the Federal Trade Commission.
- 5. End User shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.
- 6. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
- 7. With just cause, such as violation of the terms of End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives.

COMPANY: \_\_\_\_\_

CSS TEST, INC.

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A**  
**AFFIDAVIT OF INTENDED USE**  
 (Complete one per company/organization)

**To obtain Record(s), you must declare your intended use of the information therein. If you are acting as an agent or employee, you must identify the company or entity on whose behalf you are requesting the records.**

***MVR Driver History INFORMATION MAY BE USED ONLY FOR THE FOLLOWING APPROVED PURPOSES:***

- For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
- For use in the normal course of business by a legitimate business or its agents, employees, or contractors,

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but only: (a) To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (b) If such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by pursuing legal remedies against, or recovering on a debt or security interest against, the individual; provided, however the legitimate business may only be an insured state-chartered or federally chartered credit union, an insured state or national bank, an insured state or federal savings and loan association, or an insured saving only.

\_\_\_ For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.

\_\_\_ For use in providing notice to the owners of towed or impounded vehicles.

\_\_\_ For use by an employer or its agent or insurer to obtain or verify information relating to a party in interest who is a holder of a commercial driver's license.

For use by any requestor, if the requestor demonstrates he or she has obtained the written consent of the party in interest.

\_\_\_ For any other use specifically authorized under the laws of the state that hold the Records, if such use if related to the operation of a motor vehicle or public safety.

*Under penalty of perjury, I attest that I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law.*

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

**Attachment B  
Statement of Confidentiality**

(Complete one by an authorized company representative)

As an employee/officer and/or staff member, of \_\_\_\_\_ ("Customer") you and your employees may have access to official government motor vehicle and/or driver record information contained in CSS Test Inc.'s information reports ("Records"). The Confidentiality of the information contained within these Records shall be maintained at all times. Information contained in records shall not be distributed, sold or shared with any third party nor used by you in any way except as expressly authorized by law. Disclosure of such information may be cause for criminal and/or civil legal action against you, the Customer, and any involved third party. The State shall not be in any way responsible for defense of any such action. **Pursuant to State and Federal law, any person who willfully and knowingly obtains, resells, transfers, or uses information in violation of law may be subject to criminal charges and/or liable to any injured party for treble damages, reasonable attorneys' fees, and costs. Other civil and criminal laws may also apply.** I hereby acknowledge that I am and shall remain in compliance with all State and Federal laws and the contractual terms and conditions between the Customer and CSS Test, Inc. pertaining to the security and confidentiality of motor vehicle and driver records.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

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