

**ADDENDUM
TO THE ONLINE SERVICE AGREEMENT
Additional Terms of Use for Access and Use of Consent Based Social Security Verification**

WHEREAS, effective on _____, 20__ the parties desire to amend the Online Service Agreement, ____ edition dated _____ by and between _____ (“Customer”) and INTELLICORP RECORDS, INC. (the “IntelliCorp”) (also referred to collectively herein as “the Parties”) located at 3000 Auburn Dr, Suite 410, Beachwood, OH 44122.

NOW THEREFORE, for good and valuable consideration by both parties, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Customer requests to receive Consent Based Social Security Verification (CBSV) as part of the consumer report being delivered, and therefore, Customer shall agree as follows:

1. Customer certifies that it will request, receive and use the Services in compliance with the Social Security Act and the Privacy Act.
2. Customer understands and acknowledges that Section 1140 of the Social Security Act authorizes the Social Security Administration (“SSA”) to impose civil monetary penalties on any person who uses the words “Social Security” or other program-related words, acronyms, emblems and symbols in connection with an advertisement, solicitation or other communication, “in a manner which such person knows or should know would convey, or in a manner which reasonably could be interpreted or construed as conveying, the false impression that such item is approved, endorsed, or authorized by the Social Security Administration . . .” 42 U.S.C. § 1320b-10(a).
3. Customer understands Customer, and any of its Principals, is **SPECIFICALLY PROHIBITED** from using the words “Social Security” or other CBSV program-related words, acronyms, emblems and symbols in connection with an advertisement for “identity verification.” Customer represents and certifies that under no circumstances shall Customer, nor any of its Principals, use the words “Social Security” or other CBSV program-related words, acronyms, emblems and symbols in connection with an advertisement for “identity verification.” For purposes of this Addendum only, Principals is defined as a business organization or institution that is the original requesting source for the SSN verification by a contractual relationship with Customer or IntelliCorp. The Principal is the end-user entity to whom the SSN verification will ultimately be disclosed.
4. Customer understands Customer, and any of its Principals, is **SPECIFICALLY PROHIBITED** from advertising that SSN verification provides or serves as identity verification. Customer represents and certifies that under no circumstances shall Customer, nor any of its Principals, advertise that SSN verification provides or serves as identity verification.
5. Customer understands and agrees the SSA has the right of access to all books and records of the Customer, or any of its Principals, associated with the CBSV program at any time. Customer shall fully cooperate with SSA.
6. Customer understands and acknowledges that SSA will verify social security numbers (“SSNs” or “SSN”) solely for the purposes specified on the individual Consent Forms associated with the verification requests. Customer certifies that Customer shall use the verified SSN only for the purpose(s) specified by the Client and shall make no further use or re-disclosure of the verified SSN. Customer shall ensure that its employees use the verified SSN for no other purpose. Customer understands and acknowledges exceeding the scope of the consent as specified in the signed Consent Form violates state or Federal law and subjects the Customer to civil and criminal liability. SSA recognizes that the Customer may seek verification of the Client’s SSN on behalf of a Principal pursuant to the terms of the Client’s Consent Form. In this case, the Customer shall ensure that the Principal agrees in writing to use the verification only for the purpose stated in the Consent Form, and make no further use or re-disclosure of the verified SSN.
7. **CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THE INFORMATION OBTAINED FROM RECORDS MAINTAINED BY SSA IS PROTECTED BY FEDERAL STATUTES AND REGULATIONS, INCLUDING 5 U.S.C. § 552A(I)(3) OF THE PRIVACY ACT. UNDER THIS SECTION, ANY PERSON WHO KNOWINGLY AND WILLFULLY REQUESTS OR OBTAINS ANY RECORD CONCERNING AN INDIVIDUAL FROM AN AGENCY UNDER FALSE PRETENSES WILL BE GUILTY OF A MISDEMEANOR AND FINED NOT MORE THAN \$5,000. INTELLICORP SHALL HAVE NO LIABILITY FOR ANY SUCH FINES IMPOSED.**

8. Customer understands and agrees Customer shall be entirely responsible for its use, and that of its Principals, use of the Services. Customer agrees to indemnify, defend and hold harmless Supplier/Provider from and against any and all claims, liabilities, judgments, penalties, losses, costs, damages and expenses, including reasonable attorneys' fees, of whatsoever kind or nature, arising by reason of or in connection with any act under or in violation of this Addendum or resulting from the use, disclosure, sale or transfer of the Services or by virtue of Customer's, or its Principal's, use of the Services or any information obtained from Services or through use of the Services, either directly or indirectly.

9. Customer understands and agrees that Personally Identifiable Information (PII) is defined as any information about an individual maintained by an entity, including any information that can be used to distinguish or trace an individual's identity, such as name, SSN, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical education, financial, and employment information.

10. Customer understands and agrees that Customer shall establish, maintain, and follow its own policy and procures to protect PII, including policies and procedures for reporting lost or compromised, or potentially lost or compromised PII. The Customer shall inform its Principals which handle PII of their individual responsibility to safeguard such information. In addition, the Customer shall, within reason, take appropriate and necessary action to: (1) educate its Principals on the proper procedures designed to protect PII; and (2) enforce their compliance with the policy and products prescribed. Customer shall properly safeguard PII from loss, theft, or inadvertent disclosure. Customer is responsible for safeguarding this information at all times, regardless of whether or not the user is at his or her regular duty station.

11. Customer understands and agrees that Customer or its Principals becomes aware or suspects that PII has been lost, compromised, or potentially compromised, the Customer, in accordance with its incident reporting process, shall provide immediate notification of the incident to IntelliCorp. If IntelliCorp is not readily available, the Customer shall immediately notify one the following two SSA alternates: Office of Public Service and Operations Support [Project Manager: 410-966-8502; Alternate Contact: 410-966-4963]. The Customer shall ensure that it or its Principals has been given information as to who the primary and alternate SSA contacts are and how to contact them. The Customer has provide the primary SSA contact or the alternate as applicable with updates on the status of the reported PII or loss or compromise as they become available but shall not delay the initial report. The Customer shall provide complete and accurate information about the details of the possible PII loss to assist the SSA contact/alternate, including the following information:

1. Contact information;
2. Description of the loss, compromise, or potential compromise (i.e., nature of loss/compromise/potential compromise, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location of the loss;
3. A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.);
4. Name of SSA employee contacted;
5. Whether the Customer or the Authorized User has contacted or been contacted by external organizations (i.e., other agencies, law enforcement, press, etc.);
6. Whether the Customer or the Authorized User has filed any other reports (i.e., Federal Protective Service, local police, and SSA reports); and
7. Any other pertinent information.

12. Customer understands and agrees that neither Customer, nor its Principals, shall request CBSV searches unless Customer has accepted the Terms of Use of this Addendum.

Except as provided herein or modified hereby, all terms, covenants and conditions of the Online Service Agreement remain unchanged. To the extent any provision in this Addendum conflicts with any similar provision in the Online Service Agreement, the terms set forth on this Addendum shall control. This Addendum may be executed in counterparts, each of which shall be deemed to be an original instrument, and all such counterparts shall together constitute the same document.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed by their duly authorized representatives.

(Customer)

IntelliCorp Records, Inc. ("IntelliCorp")

Signed: _____

Signed: _____

Name: _____

Name: Todd R. Carpenter

Title: _____

Title: President

Date: _____

Date: _____

**** Return via E-mail to credentialing@intellincorp.net or Fax to 216-450-5105. ****