



## Consumer Report for Employment Purposes Service Agreement

### ADDENDUM TO ONLINE SERVICE AGREEMENT

**WHEREAS**, the parties desire to amend the Online Service Agreement by and between the undersigned Customer and IntelliCorp Records, Inc. for Consumer Report for Employment Purposes products or services.

**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:

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

The undersigned Customer and **IntelliCorp Records, Inc.** (INTELLICORP) hereby make the following agreement:

1. INTELLICORP is a consumer credit reporting agency and has records pertaining to consumer's credit experiences and histories throughout the United States.
2. End User is a \_\_\_\_\_ business type 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").
3. End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by INTELLICORP 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. End User shall comply with any federal and state laws which may restrict or ban the use of Consumer Report for Employment Purposes.
4. 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.
5. 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 Consumer Financial Protection Bureau.



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- 6. End User agrees that it shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not to disclose it to any third parties not involved in the current employment decision.
- 7. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
- 8. 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, INTELLICORP, upon its election, discontinue serving the End User and cancel the agreement immediately.
- 9. 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 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
- 10. 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 Amendment conflicts with any similar provision in the Online Service Agreement, the terms set forth on this Amendment shall control for consumer credit products or services. This Amendment 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.

I certify that I have read the terms and conditions and; that I understand the significance, have direct knowledge of same; and have voluntarily signed my name on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IntelliCorp Records, Inc.

3000 Auburn Drive  
Suite 410  
Beachwood, Ohio 44122  
(216) 450-5200

\_\_\_\_\_  
Subscriber:

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

\_\_\_\_\_

\_\_\_\_\_

Print Name: Todd R. Carpenter

Print Name: \_\_\_\_\_

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

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

Title: President

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

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

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