



12980 Foster Street, Suite 380
Overland Park, KS 66213
Tel: 866-367-8555
Fax: 800-401-0549

END-USER AGREEMENT

The purpose of this document is to meet the minimal requirements to conduct business with HireWise LLC ("HireWise"). HireWise shall be responsible only for the content of, and the methods of obtaining, the information supplied to the Client and not for the usage of that information. The Client agrees to defend, indemnify, and hold HireWise harmless from any and all legal actions, losses, claims, demands, liabilities, causes of action, cost or expenses imposed upon HireWise as a result of Client's utilization of information supplied by HireWise.

The Client agrees to adhere to the Fair Credit Reporting Act (FCRA), Drivers Privacy Protection Act (DPPA) requirements, and any other regulations pertaining to access and retrieval of public information. The Client hereby certifies that as a "User" of Consumer Reports, they will restrict the use of the information in the reports to personnel selection for employment purposes only. No information in the reports will be given to any other "person" or "user" in compliance with the FCRA, as amended by the Consumer Reporting Reform Act of 1996 (the "Act"). Client will comply with the Act by disclosing to the Subject the fact that it is requesting a Consumer Report ("Report").

Client is being provided with current FCRA information to comply with the terms set forth by the Act. Client recognizes and acknowledges that HireWise is the Consumer Reporting Agency (as defined in the FCRA) and hereby acknowledges receipt from HireWise of the following information provided at <http://www.hirewise.com>:

1. Notice to Users of Consumers Reports; Obligations of Users under the FCRA.
2. Requirements for Users in the event they take adverse actions

If Client chooses to take adverse action against the Subject as a result of information from the Report, before taking such adverse action, Client shall provide the Subject with a copy of the Report, and a description of the Subject's rights under the Act (if it has not already done so). Additionally, we shall provide the Subject with HireWise's name, address and telephone number, as well as the following statement required by the Act: "HireWise did not make the decision to take the adverse action and is unable to provide you, the Subject, with specific reasons why the adverse action was taken." Client shall also inform the Subject of their right to dispute with HireWise the accuracy or completeness of any information in the Consumer Report. Client further certifies that it shall not use any information contained in the Report in violation of any applicable Federal or State equal opportunity law or regulation.

Client acknowledges that service fees may be revised at any time upon 30 days prior written notice, with the exception that increases in government and/or court fees or other third party costs may be recovered as of the date such fee increases take effect. If all payments due are not received by HireWise within (30) days after the date of the billing statement, at HireWise's option, pay interest charges of 1½% per month and/or relinquish Client's access privileges and release HireWise from any other obligation to perform any further services until payment has been received by HireWise. Client agrees to promptly pay for all services rendered according to HireWise's billing policy: service invoiced monthly with net 30 day payment terms.

Client: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Company Address: _____

Telephone: _____

Facsimile: _____

Email: _____

Please fax completed form to HireWise at (800) 401-0549



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Criminal Background Check Restrictions

Arrest Records:

Certain states specifically prohibit an employer from using an applicant’s arrest record in making employment decisions. These states are as follows: Arkansas, California, Connecticut, Illinois, Hawaii, Maine, Massachusetts, Michigan, New Hampshire, Pennsylvania, Rhode Island and Wisconsin.

While the rest of the states do not bar the use of arrest records, most prohibit the use of records that have been sealed or expunged.

Conviction Records:

Although many states allow employers to inquire about past convictions, the law often requires the employer to state that such convictions will not necessary disqualify the applicant from employment.

States with 7 year limit on reporting of convictions: California; Montana; Nevada; and, New Mexico.

States with 10 year limit on reporting of convictions: Washington.

States with 7 year limit unless potential employee is expected to earn above certain salary: Colorado - \$75,000; Kansas - \$20,000; Maryland - \$20,000; Massachusetts - \$20,000; New Hampshire - \$20,000; New York - \$25,000; and, Texas - \$75,000.

If the appropriate salary level is not indicated at the time of search order placement, HireWise will elect to apply the most stringent interpretation of any reporting limitations for any given search request.

Client: _____

Signature: _____

Name: _____

Title: _____

Date: _____

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