

END USER CERTIFICATION

The client is the "End User" of information provided by Employment Record Services LLC through its Pinpoint America™ website and understands that in order to provide certain requested information Employment Record Services LLC may act as a reseller of consumer credit information.

1. End User is a (type of business) _____ 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.

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.

Client:

Employment Record Services LLC

Sign: _____

Sign: _____

Date: _____

Date: _____