

Client Duties As Required Under Fair Credit Reporting Act

Pursuant to the Fair Credit Reporting Act ("FCRA") if a Client requests consumer reporting for purposes related to employment, Client agrees to the following terms: ☒

- a) Client certifies that it will use any Consumer Report obtained pursuant to this Agreement solely for permissible and legal business purposes only. ☒
- b) Client certifies that the nature of its business is accurately and fully disclosed in the attached GBSS Client Profile Questionnaire. ☒
- c) Client certifies that all persons authorized by Client to obtain Consumer Reports on behalf of Client will be informed of their obligations under this Agreement. Prior to authorization of such person to obtain Consumer Reports on behalf of the Client, Client will provide to each employee/agent a Client Employee/Agent Notification, which will be supplied by GBSS. ☒
- d) Client will restrict access to information contained in any Consumer Report to those employees and agents with a legitimate business reason to receive such information. Client's employees will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties.
- e) Client certifies that it will not request a Consumer Report, as defined by the FCRA, unless:
 - i. A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a separate document that consists solely of the disclosure and authorization that a Consumer Report may be obtained for permissible and legal business purposes only and the consumer has authorized, in writing, the procurement of the Consumer Report. Client agrees to use the authorization form provided by GBSS, or provide GBSS with the form used by Client.
 - ii. Client agrees to provide GBSS with a copy of any signed authorization upon request.
 - iii. Information from the Consumer Report will not be used in violation of any applicable federal or state law or regulation, including, but not limited to, laws related to equal employment opportunity.
 - iv. If the report requested is an Investigative Consumer Report, as defined by the FCRA, Client will, within three days of a written request by the consumer, provide to the consumer a complete and accurate written disclosure regarding the nature and scope of the Investigative Consumer Report.
 - v. Client will not seek a Consumer Report containing medical information about the consumer unless the consumer specifically consents in writing to the furnishing of the report containing medical information.
- f) Client certifies that before taking adverse action regarding the consumer's current or prospective employment based, in whole or in part, upon information contained in the Consumer Report, it will:
 - i. Provide the consumer with notice that it intends to take adverse action based upon the contents of the Consumer Report. Client agrees to use the notice form provided by GBSS, or provide GBSS with the form used by Client.
 - ii. Provide the consumer with a copy of the Consumer Report.
 - iii. Provide the consumer with a copy of the Federal Trade Commission's publication entitled "A Summary of Your Rights Under the Fair Credit Reporting Act". A copy of this Summary shall be supplied by GBSS with each Consumer Report.
 - iv. Provide the consumer with ample time to dispute any information contained in the Consumer Report prior to taking adverse action.
- g) Client certifies the following: Upon taking any adverse action, it will:
 - i. Provide to the consumer a Notice of Adverse Action including the name, address and phone number of GBSS. Client agrees to use the notice form provided by GBSS, or provide GBSS with the form used by Client.
 - ii. A statement that GBSS did not make the decision to take the adverse action and is not able to give the consumer reasons for the adverse action, and
 - iii. A notice of the individual's right to dispute the accuracy of any information contained in said report directly with GBSS.
 - iv. A notice of the consumer's right to obtain an additional free copy of the Consumer Report upon request within 60 days of the Notice of Adverse Action.
- h) Client certifies that it will not seek or use information regarding:
 - i. Bankruptcies that, from the date of the order of relief or adjudication, antedate the report by more than 10 years.
 - ii. Civil suits, civil judgments and records of arrest that, from the date of entry, antedate the report by more than seven years.
 - iii. Paid tax liens that, from the date of payment, antedate the report by more than seven years.
 - iv. Accounts placed for collection or charged to profit and loss that antedate the report by more than seven years.
 - v. Any other adverse item of information, other than records of convictions of crimes, that antedates the report by more than seven years.
 - vi. Client certifies that it will not use information obtained through GBSS for any purpose prohibited by state or federal law.
- i) Client certifies that it will hold the information obtained through GBSS in strictest confidence, and will not disclose, sell or disseminate such information to third parties or otherwise use such information in a manner that is inconsistent with the representations contained herein.
- j) Client must maintain a fully executed copy of the *Applicant Authorization and Release Form* whether that copy is electronic or paper for a period of no less than five (5) years after the termination of employment. These completed forms should be stored in a secure location separate from any other records. GBSS reserves the right to perform periodic audits of these records,

I have read, understand and agree to the requirement of employer duties and use of information under the FCRA