



PVS, LLC
Palmetto Verification Solution
“The Solution For Your Screening Needs”

CLIENT SERVICE AGREEMENT
EMPLOYEE SCREENING

Physical Inspection Required if obtaining credit reports (Credit Bureau Mandate)

This Client Service Agreement (the “Agreement”) is made and entered into by and between Palmetto Verification Solutions, LLC and the undersigned (“Subscriber”). This Agreement shall be effective at such time as PVS, LLC has sent written notification, whether via facsimile, e-mail, or otherwise (the “Notification”), to Subscriber indicating its acceptance of the terms and conditions of this Agreement (the “Effective Date”).

PVS, LLC agrees to provide consumer reports and investigative consumer reports (“Reports”) for employment purposes to Subscriber at Subscriber’s request based upon the terms and conditions as set forth herein.

The term of this Agreement will apply to all Reports requested by Subscriber in any manner, including, but not limited to, electronically, and provided by PVS, LLC during the term of this Agreement. The parties, therefore, agree to engage in electronic transactions.

1. Services Provided by PVS, LLC. PVS, LLC shall provide reports at Subscriber’s request in connection with the hiring of job applicants (the “Applicant”) or retention of employees (the “Employee”) Reports including such information as employment history, credit reports, motor vehicle checks (when applicable), state insurance checks, educations history and criminal record services; provided, however, that PVS, LLC shall not provide information regarding arrests that did not result in conviction or criminal records more than seven (7) years old. In the case of investigative consumer reports, PVS, LLC shall also provide personal references collected and processed by PVS, LLC through various channels of information.

2. PVS, LLC as Agent of Subscriber. Subscriber acknowledges and agrees that PVS, LLC is an authorized agent of Subscriber for the purpose of investigating, researching, preparing and reporting the Reports ordered by Subscriber.

3. Confidentiality and Security of Information. Subscriber acknowledges and understands its obligation to maintain the confidentiality and integrity of any information received by Subscriber. All information requested by Subscriber is for Subscriber’s exclusive use and Subscriber shall take reasonable steps to ensure that all information provided by PVS, LLC will be held in strict confidence, will be kept confidential and will not be disclosed to any third party not involved in the employment decision for which the information is sought; provided, however that this Section 3 shall not be controlling where the law otherwise requires disclosure to others. Any use of the Report provided by PVS, LLC, other than for the internal uses provided for in this contract is prohibited, including, but not limited to resale or other commercial use, misrepresentation, improper use of the information or access to the information by unauthorized personnel, whether intentionally or due to carelessness, and may subject Subscriber to criminal and/or civil liability under the Federal Credit Reporting Act (“FCRA”) and other applicable federal, state and local laws.

4. Compliance with Laws. Subscriber and PVS, LLC shall comply in good faith with all applicable laws in the request, preparation, transmission, dissemination and utilization of Reports, including, but not limited to, the FCRA, Title VII of the Civil Rights Act of 1964, Equal Employment Opportunity Commission (“EEOC”) guidelines and regulations, Consumer Credit Reporting Act, Investigative Consumer Reporting and all other applicable state and local laws proscribing the use of consumer credit reports and consumer investigative reports.

5. Terms of Agreement. The term of this Agreement shall continue in force and effect without any fixed date of termination; provided, however, that:

(a) Either party may terminate this Agreement for any reason or no reason at all upon thirty (30) days prior written notice of termination subject to any and all obligations, responsibilities, and liabilities incurred prior to termination; or

(b) Subscriber may terminate this Agreement, without prior notice, if the other party breaches any provision of this Agreement and fails to cure such breach within ten (10) calendar days receiving written notice thereof; or

(c) PVS, LLC may, with just cause, such as delinquency or violation of the terms of this Agreement or a legal requirement of this Agreement or any applicable federal, state or local law, discontinue serving Subscriber and terminate this Agreement immediately.

Obligations of Subscriber.

(a) Disclosure to Applicant or Employee. Subscriber shall provide Applicant or Employee with a clear and conspicuous disclosure, in writing, that the Report will be obtained for employment purposes and such disclosure shall be contained in a document containing only such disclosure. Subscriber shall provide Applicant or Employee such other disclosures as required by the FCRA and other applicable state and local laws for the type of report requested, including all disclosures which are required before requesting that PVS, LLC prepare the Report, and before taking any adverse action based in whole or in part upon any information contained in the Report.

(b) Written Authorization of Applicant or Employee. Subscriber shall obtain from the Applicant or Employee a written authorization to obtain and use the Report as required by the FCRA and all other applicable state and local laws.

(c) Certification to PVS, LLC. Concurrent with making the request for a Report, Subscriber shall provide PVS, LLC with certification that complies with section 604(b)(1) of FCRA (15 U.S.C. §1681b(b)(1)), and in the case of a Report that constitutes an investigative consumer report as defined by the FCRA, an additional certification in a form that complies with section 606(a)(2) of FCRA (15 U.S.C §1681d(a)(2)) and all other certifications as may be required by applicable state and local laws.

(d) Use for Employment Purposes Only. Subscriber shall use the Report provided by PVS, LLC for employment purposes only and shall not use the Report in violation of any Federal or State equal employment opportunity law or regulation; provided, however, that Subscriber shall notify PVS, LLC immediately of any change in purpose for which the information is used.

(e) Use for Permissible Purpose. Subscriber shall be the exclusive user of the Reports and certifies that such Reports shall be used solely for the permitted purposes as described by Section 604 of the FCRA [15 U.S.C §1681b], and all other applicable state and local laws.

(f) Compliance with Laws and Verification of Applicant’s or Employees’ Identity.
SUBSCRIBER SHALL BE RESPONSIBLE FOR IDENTIFYING AND TAKING ALL STEPS NECESSARY TO EMPLOY WITH ANY APPLICABLE STATE OR LOCAL LAWS IN CONNECTION WITH THE PROCUREMENT AND USE OF REPORTS. SUBSCRIBER IS ALSO

RESPONSIBLE FOR TAKING ALL STEPS NECESSARY TO VERIFY THE IDENTITY OF THE APPLICANT OR EMPLOYEE.

(g) Basis for Employment Decisions and Obligations After Adverse Decisions.

Subscriber shall base all employment decisions and actions on its own policies and procedures and acknowledges and agrees that PVS, LLC' employees are not allowed and will not render any opinions regarding the Report. Before taking any adverse action against an Applicant or Employee based in whole or in part on any information provided in the Report by PVS, LLC. Subscriber shall provide the Applicant or Employee with a copy of the written report along with PVS, LLC' name, address and telephone number and shall inform the Applicant or Employee that PVS, LLC did not make the decision to take adverse action and cannot give specific reasons for the adverse action taken. Subscriber shall further provide a Summary of Rights under the FCPA to the Applicant or Employee. A form of Summary of Rights is attached hereto as Attachment "A".

(h) Payment for Services.

Subscriber and PVS, LLC shall agree on the cost of the services rendered by PVS, LLC and such written memorialization of that agreement is incorporated by reference into this Agreement. Subscriber shall pay all invoices for services rendered within thirty (30) days after the date of the invoice. If an invoice is not paid within thirty (30) days after the date of the invoice, Subscriber shall be liable to PVS, LLC for interest at the rate of ten percent (10%) per annum on all delinquent balances.

(i) Protection of Access Codes.

If Subscriber is issued an access code to be used for internet access to PVS, LLC' services (the "Access Code"), Subscriber shall only publicize the Access Code to personnel on a need-to-know basis. Any log-on or password provided to Subscriber in connection with the Access Code shall be provided only to the specific individual whom Subscriber designates as the principal account administrator (the "Account Administrator"). Subscriber shall identify the Account Administrator and any other employee or agent who will be provided the Access Code and/or log-on or password information in Addendum "I" hereto. Subscriber shall notify PVS, LLC immediately upon any change of the Account Administrator or in the person with access to the Access Code and/or log-on or password information.

Protection of Reports. Subscriber shall securely store any hard copy of a Report and protect it against release and disclosure to unauthorized personnel or third parties. In furtherance of that obligation, Subscriber shall provide to PVS, LLC the name of the person requesting the information for each Report request and, where applicable, shall provide the name of the individual who has been designated as the principal account administrator.

PVS, LLC' Obligations.

(a) Reasonable Procedures to Assure Accuracy.

PVS, LLC shall follow reasonable quality assurance procedures to assure the maximum possible accuracy of the information contained in the Report and shall maintain procedures designed to confirm, to the extent possible, that the reported public record information is complete and accurate and shall re-verify and re-investigate, at no cost to Subscriber, any disputed report when either the Subscriber, Applicant or Employee makes a request in accordance with applicable law. PVS, LLC shall respond to such request in writing in a timely manner.

(b) Maintenance of Report Information.

PVS, LLC shall maintain the Report information and transaction details for minimum of two (2) years from the date the Report is completed.

(c) Disclosure of Content of Report to Applicant or Employee.

Upon the request of Applicant or Employee, PVS, LLC shall inform Applicant or Employee of the substance of the Report and the information contained in the Report delivered to Subscriber.

Indemnification.

(a) By PVS, LLC. PVS, LLC shall indemnify, defend and hold Subscriber and its officers, agents, employees and independent contractors harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind of nature whatsoever, including, without limitation reasonable attorneys' fees and costs, which may be incurred by Subscriber to a third party based upon the gross negligence or intentional wrongdoing by PVS, LLC in preparing and transmitting the Report.

(b) By Subscriber. Subscriber shall indemnify, defend and hold PVS, LLC and its officers, agents, employees and independent contractors harmless from and against any and all claims, demand, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, which may be incurred by PVS, LLC based upon the illegal or wrongful use by Subscriber of the Report or the information contained therein, the negligence or intentional wrongdoing of Subscriber in connection with the use of the Report or the information contained therein, or Subscriber's failure to comply with its obligations under the applicable federal, state and local laws in connection with the procurement or utilization of the Report.

9. Limitation on Liability. PVS, LLC and Subscriber agree that unless PVS, LLC has committed gross negligence or engaged in intentional wrongdoing in the preparation and transmission of the Report, PVS, LLC' total liability to Subscriber shall be limited to the return of fees paid to PVS, LLC for the Report and then only to the extent that the information contained in the Report is found to be the primary basis upon which Subscriber incurred injury or damage resulting from the furnishing of the Report by PVS, LLC. PVS, LLC shall not be responsible for any damages, costs or expenses resulting from the furnishing of the Report by PVS, LLC. PVS, LLC shall not be responsible for any damages, costs or expenses resulting from mistakes, omissions, errors, delays or other defects in the information provided, or for any performance defect due to circumstances beyond the control of PVS, LLC. PVS, LLC and Subscriber agree that PVS, LLC shall not be liable to Subscriber for any other damages, costs or expenses whatsoever except as expressly agreed to elsewhere in this Agreement or pursuant to Section 8(a) hereof; and that NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

10. No Warranties. The use of reliance on any information provided by PVS, LLC is at Subscriber's own risk and discretion. PVS, LLC will use subjectively commercially reasonable efforts to fulfill it's obligations under this Agreement. HOWEVER, PVS, LLC DOES NOT GUARANTEE OR WARRANT AND HEREBY DISCLAIMS ANY WARRANTY THAT THE INFORMATION PROVIDED TO SUBSCRIBER IS CORRECT, COMPLETE, CURRENT, MERCHANTABILITY OR FIT FOR A PARTICULAR PURPOSE, OR THAT THE INFORMATION WILL BE AVAILABLE OR DELIVERED TO SUBSCMBER AT ANY SPECIFIC TIME.

Miscellaneous.

(a) Entire Agreement. Except as provided in Section 6(g) of this Agreement, the parties hereto agree that this instrument is the full and complete Agreement between them regarding the services to be provided by PVS, LLC and there exist no other agreements, warranties, or other understandings between the parties to this Agreement other than those contained in this Agreement; provided, however, that the Addendum to this Agreement providing for the pricing of the services to be provided by PVS, LLC shall be incorporated into this Agreement. This Agreement is not to be altered, varied, or enlarged upon by any verbal promises, statements or representations as expressed herein. Any addition to, amendment or cancellation of this Agreement must be in writing and signed by the parties to this agreement.

(b) Wavier. Waiver by either party of any breach or default by the other party shall not be deemed a waiver of any future breach or default.

(c) Headings. Headings are used for convenience only and shall in no way modify or affect the intent of the provisions or give any legal effect.

(d) Assignment. This Agreement may not be assigned in whole or in part by Subscriber without the express written consent of PVS, LLC, which shall not be unreasonably withheld. Notwithstanding the foregoing, this Agreement shall inure to the benefit of successors or assigns.

(e) Governing Law. This Agreement is deemed to be made, executed and performed in the State of Tennessee. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of New York, with reference to principles of conflicts of laws. The parties to this Agreement consent to jurisdiction and venue in the State and Federal courts located in the State of Tennessee, County of Shelby.

(f) Severability. If any term of provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part shall be stricken from this Agreement and such provision or part shall not affect the legality, enforceability, or validity of the remainder of this Agreement. Such stricken provisions shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(g) Notices. Notice shall be given to the parties at the address set forth below their signature or such other address as should be provided from time to time by like notice. Notice shall be deemed received at the time of personal delivery or transmission by facsimile or by electronic mail (email). Notice shall be deemed received within three (3) days of service by mail if such notice is sent by certified mail, postage prepaid to the address of the party as stated herein.

IN WITNESS WHEREOF, the parties agree to the terms of this Agreement as stated herein.

SUBSCRIBER:

Company: _____

Signature: _____

Name: _____

Date: _____

Address: _____

Phone: _____

Facsimile: _____

PVS, LLC.

Company: PVS, LLC

Signature: _____

Name: _____

Date: _____

Address: 1125 Poplar View Ln. S.

Suite # 1

Collierville, TN 38017

Phone: (888) 854-2406

Facsimile: (901) 853-7387

Addendum 1: Account Administrator and Authorized Users Information
Account Administrator:

Name: _____

Position: _____

Email: _____

Authorized Users:

Name and Title _____

E-mail Address _____

Name and Title _____

E-mail Address _____

Name and Title _____

E-mail Address _____

Name and Title _____

E-mail Address _____

Name and Title _____

E-mail Address _____

Name and Title _____

E-mail Address _____

Addendum 2: Billing Information

Company Name: _____

Billing Address, if different location:

Billing Contact:

Name: _____ Title: _____

Phone: _____ Email: _____

Payment Information

- Credit Card: Automatically debit our credit card monthly as authorized on following page
- Invoicing: Please invoice us monthly (**Bank** reference is required to establish invoice account)

Bank Reference is required for all customers requesting invoicing

Bank Name:	Bank Address:
Telephone Number:	Fax:
Account Number:	Account Type:

As part of your application for services, we may be required to verify credit information, business references and banking information. We are required to verify the legitimacy of all businesses requesting a consumer credit report and ensure that all end users are in compliance with the Fair Credit Reporting Act.

This information is submitted for the sole purpose of establishing service with PVS, LLC a consumer-reporting agency. I hereby certify that the information provided is true and correct.

Authorized Signature _____ Title _____ Date _____

To verify that this is a bona-fide business entity, conducting business as disclosed on the Customer Agreement form and is properly licensed based on local laws, please attach a copy of the following:

- Business License AND/OR
- Articles of Incorporation OR
- Verifiable Business Banking Reference OR
- Corporation Verification with State or Federal Government

Payment Authorization Form

Monthly Auto-Debit

I hereby Authorize PVS, LLC to bill my credit card for all services provided and invoiced

One time Debit

I hereby Authorize PVS, LLC to bill my credit card in the amount of \$ on the date of _____.

_____ Please send a monthly invoice to:

Name of Business: _____

Address: _____

Credit Card Type (Please circle)

American Express

Visa

Master Card

Card Number _____ Expiration Date

CVV Code ____ (Located on Back Signature Line)

Signature _____ Printed Name On Card _____

Company Name _____ Telephone _____

Exact Billing Address as shown on statement: _____

Access Security Requirements

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer credit reports. In signing the Consumer Reporting membership Agreement, you agree to follow these measures.

1. You must protect your Consumer Reporting Agency account number and password so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post the information in any manner within your facility.
2. System access software, whether developed by your company or purchased from a third party vendor, must have your Consumer Reporting Agency account number and password "hidden" or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique login password.
3. Do not discuss your Consumer Reporting Agency account number and passwords by telephone with any unknown caller, even if the caller claims to be an employee of Consumer Reporting Agency.
4. Restrict the ability to obtain credit information to a few key personnel.
5. Place all terminal devices used to obtain credit information in a secure location within your facility. You should secure these devices so that unauthorized person cannot easily access them.
6. After normal business hours, be sure to turn off and lock all devices or systems used to obtain credit information.
7. Secure hard copies and electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.
8. Shred or destroy, all hard consumer reports when no longer needed.
9. Erase or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
10. Make all employees aware that your company can access credit information only for permissible purposes listed in the Permissible Purpose Information section of your membership application. Your employees may not access their own report or the report of a family member or friend if your company does not have permissible purpose.

Record Retention: It is important that you keep credit applications for a reasonable period of time. This will help to facilitate the investigation process if a consumer claims that your company inappropriately accessed their credit report. (Note: The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 36 months).

Authorized User Signature: _____ Title: _____
Print Name: _____ Date: _____

Customer Agreement for Appropriate Uses of Consumer Reports and Investigative Consumer Reports

Customer Name (User): _____

Address: _____

City: _____ State: _____ Zip: _____

Type of Business: _____ Year Established: _____

Customer (User) agrees to abide by the following provisions outlined in the Fair Credit Reporting Act (FCRA) 15 U.S.C. §1681 *et seq.*

- 1) User agrees that the information contained in the consumer report will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation.
- 2) User will only request a consumer report for the purpose of evaluating an individual for employment, promotion, reassignment or retention as an employee.
- 3) User will not cause a consumer report to be procured unless the applicant has been notified in a clear, conspicuous, written disclosure that a consumer report may be obtained for employment purpose. Furthermore, the applicant must authorize this disclosure in writing.
- 4) User agrees that prior to taking any adverse action based in whole or in part on a consumer report, the user shall provide the applicant with the following:
 - A copy of the report.
 - A description in writing of the applicant's rights under the FCRA.
- 5) Upon taking adverse action, the user shall provide the applicant with the following:
 1. Oral or written notification of the identity of the consumer reporting and a statement that the agency did not make the employment decision.
 2. A notice of the applicant's right to a free report and the right to dispute the record with PVS, LLC.

I agree not to resell to a third party.

I have read and understand the "Access Security Requirements Document" and will take reasonable measures to enforce them within my facility.

Customer (User) agrees to abide by the following provisions:

User will not only request an investigative consumer report for the purpose of evaluating

an individual for employment, promotion, reassignment or retention as an employee.

User agrees that if, at any time, an investigative consumer report is sought for employment purposes other than suspicious of wrongdoing by the subject of the investigation, the user shall, not later than three days after the date on which the report was first requested, notify the consumer in writing that an investigative consumer report regarding the consumer's character, general reputation, personal characteristics, and mode of living will be made. This notification shall include the name and address of the investigative consumer reporting agency conducting the investigation, the nature and scope of the investigation requested, and a summary of the provisions of Section 1786.22.

User agrees that if, at any time, an investigative consumer report is requested user will provide the consumer with a copy of the investigative consumer report and information on who issued the report (PVS, LLC.) and how to contact them, either at the time of the meeting or interview between the consumer and the person who requests an investigative consumer report regarding that consumer or within seven days of the date such person receives the investigative consumer report, whichever is earlier.

Authorized User Signature _____ Title _____
Print Name _____ Date _____

PLEASE FAX ALL DOCUMENTS BACK TO (901) 853-7387
AND MAIL ORIGINALS TO:

PVS, LLC
1125 Poplar View Ln. Suite # 1
Collierville, TN 38017