

USER AGREEMENT

CONSUMER INVESTIGATIVE REPORTS FOR EMPLOYMENT PURPOSES

The undersigned User and Oxford Document Management Company, Inc. (Seller), hereby make the following agreement:

1. Seller has access to consumer investigative reports pertaining to consumers' credit, criminal, driving, education, employment, references, professional license, and workman's compensation histories throughout the United States.
2. User is an employer and has a need for a consumer investigative report in connection with the evaluation of individuals for employment, appointment, volunteer, promotion, reassignment or retention as an employee ("Consumer Investigative Report for Employment Purposes").
3. User shall request Consumer Investigative Report for Employment Purposes pursuant to procedures prescribed by Seller from time to time only when it is considering the individual inquired upon for employment, appointment, volunteer, promotion, reassignment or retention as an employee, and for no other purpose.
4. User certifies that it will not request a Consumer Investigative Report for Employment Purposes unless:
 - A. A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer investigative report may be obtained for the purposes noted above.
 - B. The consumer has authorized in writing the procurement of the report; and
 - C. Information from the Consumer Investigative Report for Employment Purposes will not be used in violation of any applicable federal or state laws, including but not limited to the Fair Credit Reporting Act and the Americans with Disabilities Act.
5. User further certifies that before taking adverse action in whole or in part based on the Consumer Investigative Report for Employment Purposes, it will provide the consumer:
 - A. A copy of the Consumer Investigative Report for Employment Purposes; and
 - B. A copy of the consumer's rights, in the format approved by the FTC, which notice shall be supplied to User by Seller.
6. User agrees that it shall use Consumer Investigative Report for Employment Purposes only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties not involved in the current decision making process.

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7. User shall pay for each Consumer Investigative Report for Employment Purposes, the then current agreed upon price therefor.
8. All payments shall be due ten (10) days after receipt of the invoice. Past due amounts may accrue interest at the rate of 1.5% per month.
9. Seller reserves the right to change the charges from time to time, but no change in such charges shall become effective as to the User earlier than thirty (30) days after written notice thereof shall have been given by Seller to the User.
10. Seller shall use good faith in attempting to obtain information from sources deemed reliable, but does not guarantee the accuracy of information reported, and in no event shall Seller be liable in any manner whatsoever for any loss or injury to User resulting from the obtaining or furnishing of such information; and further User agrees to hold Seller harmless and indemnify it from any and all claims, losses and damages arising out of alleged liability or failure of the User to keep and perform any of its obligations described herein.
11. This agreement shall remain in force and effect for one (1) year from date hereof, and thereafter, from year to year, on the same basis as set forth herein except that either party may cancel this Agreement at any time upon notice at least sixty (60) days prior to the end of the monthly payment period.
12. It is further agreed, however, that with just cause, such as delinquency or violation of the terms of the agreement or legal requirement, Seller may, upon its election, discontinue serving the User and cancel this Agreement immediately.
13. The parties hereto agree that this instrument is the full and complete Agreement between them regarding the furnishing of Consumer Investigative Report for Employment Purposes, and is not to be altered, varied, or enlarged upon by any verbal promises, statements or representations not expressed herein. This Agreement shall not be binding on either party until accepted by Seller.

Approvals:

Company Name (User) _____

Date: ____/____/____

Company Address: _____

Signed By: _____

Print Name: _____

Title: _____

(Seller) Oxford Document Management Company, Inc.

Date: ____/____/____

Signed By: _____

Title: _____