

# CONSUMER REPORT USER AGREEMENT



200 South Audubon Lafayette, LA 70503  
FAX 337-593-0828  
337-233-8973  
888-868-8973

YOUR COMPANY NAME: \_\_\_\_\_

No service or search will be performed without the signed agreement on file in the offices of The Facet Group. The security and dissemination of this customer number is the responsibility of the person signing this agreement.

## User certifies and agrees to:

1. Use the services of and the reports received from The Facet Group in strict compliance with all provisions of the Fair Credit Reporting Act (FCRA), Public Law 91-508 and the Americans with Disabilities Act (ADA 1990), and all other applicable federal and state laws and regulations including federal and state equal opportunity laws and regulations.

2. Use the information provided by The Facet Group for the user's exclusive use only, except to disclose said information to the subject of the report, and for employment purposes only, and only in accordance with applicable law.

3. Make a clear and conspicuous disclosure to the applicant or employee, in writing and in a separate document, that a consumer report may be obtained for employment purposes.

4. Make a clear and accurate disclosure to the applicant or employee if an investigative consumer report (reference check) will be obtained, including a statement informing the subject of the report that additional information is available if requested.

5. Obtain the proper written authorization from the applicant or employee for any consumer report prior to requesting any report.

6. Provide proper notice to the applicant or employee, a copy of the report obtained, and a Summary of Rights, as required by the FCRA, if an adverse decision regarding employment is going to be made due to information in any report obtained from The Facet Group.

7. Ensure that reports will be requested only by User's designated representatives and forbid employees from obtaining reports on themselves, associates or any other person except in the exercise of their official duties.

8. Recognize that information is obtained and managed by fallible sources, and that for the fee charged, The Facet Group does not guarantee or ensure the accuracy or the depth of information provided.

9. Assume responsibility for the final verification of the applicant's identity.

10. Base employment decisions or any actions on the User's lawful policies and procedures and recognize that The Facet Group employees are not allowed to render any legal opinions regarding information contained in a consumer report.

11. Pay for services, invoiced twice a month. Terms are NET 30 days. If an account goes to collection, User agrees to pay all expenses, including reasonable legal fees.

12. Provide credit information on user as may be requested by The Facet Group during the course of this agreement.

13. Be aware that, if an account remains inactive for twelve consecutive months, it may be closed and a new User Agreement may be required to reopen the account.

14. Acknowledge that a facsimile of this agreement is as valid as an original.

15. Recognize that in order to remain in compliance with laws and regulations governing consumer reporting agencies, The Facet Group may make modifications to this agreement from time to time. These modifications may be mailed to the User and the User's use of The Facet Group's services after the date specified in the communication will be construed as your agreement and implied consent to these modifications.

## The Facet Group agrees to:

1. Comply with all applicable laws in the preparation and transmission of reports as defined in 15 USC-1681 et seq, regulated by the Federal Trade Commission.

2. Follow reasonable quality assurance procedures to assure maximum possible accuracy of information.

3. Re-verify at no cost any disputed report when either the User or the subject makes a request in accordance with applicable law. The Facet Group's response shall be made in writing and delivered in a timely manner.

4. Maintain consumer report information and transaction details for a minimum of two years. During an inquiry, the subject of the report has the right to learn the name of the User ordering information and has the right to receive a copy of the report ordered by the User when a lawful request is made to The Facet Group.

5. Provide all information to the consumer as required by the Fair Credit Reporting Act.

6. Maintain confidentiality of its data acquisition and verification methodology.

7. The Facet Group may, at its sole discretion, terminate service to any user.

**I certify that I have read the terms for this Consumer Report User Agreement and I agree to the terms as written.**

COMPANY \_\_\_\_\_

DATE: \_\_\_\_\_

X \_\_\_\_\_  
User Authorized Signature

X \_\_\_\_\_  
Authorized The Facet Group Signature