

National Application Processing & Screening, Inc.
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NAPS Background Checks

TERMS & CONDITIONS

SERVICE DEFINITION:

NAPS Background Checks is a national provider of background information. We gather, store, access, and retrieve specific data from many sources and deliver that information to our customers through our website.

LAWS:

Federal and state laws require Consumer Reporting Agencies to verify the identity of End-Users and Permissible Purpose(s) for their use of Consumer Reports; as such terms are defined under the Fair Credit Reporting Act. NAPS contractual obligations with Trans Union, Equifax, Experian, and other consumer reporting agencies and data service providers impose additional compliance obligations. Accordingly, NAPS requires its Client's to provide certain compliance information and materials. Client will strictly comply with the "Terms and Conditions", the FCRA (as the same may be amended from time to time), the Gramm-Leach Bliley Act (as the same may be amended from time to time) and all other applicable federal, state and local laws, statutes, regulations, rules and court orders.

FCRA CERTIFICATION:

NAPS is in the consumer information reporting business and obtains consumer information from consumer reporting agencies, public records and/or other third party sources for the purpose of reselling such information to the end-user for a fee.

Prior to obtaining access to our products and services, the Client will be required to certify its permissible purpose for ordering consumer reports and comply with all the provisions of Public Law 91-508 (Fair Credit Reporting Act) and all other applicable statutes, both state and federal. (Public Law 91-508, provides that any person knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code, or imprisoned not more than two years, or both.)

1. Client will certify to NAPS that with respect to each consumer report ("report") ordered from NAPS:

a. You will use such report solely for tenant/employment purposes and for no other purpose. Employment purposes include the evaluation of the subject of the report for employment, promotion, assignment, reassignment, or retention as an employee. The subject of the report ("Applicant") includes any consumer who is an applicant, potential employee or employee.

b. Prior to ordering the report, or causing the report to be ordered: Client will ensure the following;

i) You have made a clear and conspicuous written disclosure to the Applicant, in a document consisting solely of the disclosure, that a report may be obtained for tenant/employment purposes; and

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- ii) You have obtained the Applicant's written authorization to obtain the report; such authorization may be in the same document as the disclosure.
- c. Prior to taking any adverse action based in whole or in part on the report, Employers will provide the following to the Applicant:
 - i) A copy of the report; and
 - ii) A written description of the rights of the Applicant under the Fair Credit Reporting Act ("FCRA") as prescribed by the Consumer Financial Protection Bureau ("FCRA Summary of Rights"). NAPS has provided you a copy of the FCRA Summary of Rights, and it can also be obtained from our [website](#) or you can go to www.consumerfinance.gov/learnmore you may write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006
- d. Before employer takes any adverse action against the Applicant based in whole or in part on the report, you shall afford the Applicant a reasonable amount of time to dispute the accuracy and completeness of the information in the report prior to taking such action.
- e. If client takes any adverse action with respect to the Applicant based in whole or in part on any information in the report, then you will provide the Applicant with all of the following:
 - i) Notice of the adverse action;
 - ii) Name, address, and toll-free telephone number of the consumer reporting agency;
 - iii) A statement that NAPS did not make the decision to take the adverse action and is unable to provide the Applicant the specific reasons why the adverse action was taken;
 - iv) Notice of the Applicant's right to obtain a free copy of the report from NAPS. If, within 60 days after receipt of the notice, he or she requests a copy from NAPS; and
 - v) Notice of the Applicant's right to dispute with NAPS the accuracy or completeness of any information in the report.
- f. Client will not use any information in the report in violation of any applicable Federal or State equal employment opportunity law or regulation.

2. In some cases, you may order a report from NAPS for employment purposes that would also constitute an "investigative consumer report." (In general, an investigative consumer report is one in which information has been obtained through personal interviews with friends, neighbors, or associates of the Applicant or others with whom the Applicant is acquainted or who may have knowledge concerning any such items of information, and the information is more than just a verification of facts.) In the event that client orders from NAPS any investigative consumer report, then in addition to your other certifications herein, client shall certify as follows with respect to each investigative consumer report ordered:

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a. Not later than 3 days after the date of requesting such report from NAPS, You will mail or otherwise deliver a written disclosure to the Applicant containing the following information:

i) A statement that clearly and accurately discloses that an investigative consumer report on the Applicant may be made and such report may contain information as to his or her character, general reputation, personal characteristics and mode of living (as applicable); and

ii) A statement informing the Applicant of his or her right to request in writing additional disclosures about the nature and scope of the investigation and a written summary of rights (FCRA Summary of Rights).

b. Upon written request by the Applicant within a reasonable period of time following the Applicant's receipt of the disclosure referred to in subsection a. above, client shall make a complete and accurate written disclosure of the nature and scope of the investigation requested. Client will mail or otherwise deliver the disclosure to the Applicant not later than 5 days after the date on which the request for such disclosure was received from the Applicant or such investigative consumer report was first requested, whichever is later.

3. If client operates in California or order a report on a California resident, in addition to the other certifications herein, client shall hereby certify for each California report ordered from NAPS that:

a. Client will identify NAPS including the name, address, and telephone number to the Applicant when you provide the disclosure or obtain the consent from the Applicant;

b. Client will provide a disclosure, containing a box, which can be checked by the Applicant to indicate that he/she wants to obtain a free copy of the Report and client will send such a copy within three (3) business days of receipt of the Report if the box is checked; and

c. Client will provide the Applicant a summary of his or her rights under California Civil Code Section 1786.22.

4. Client is aware that in addition to the FCRA and other federal laws, state laws may be applicable to your ordering and use of consumer and/or investigative consumer reports, and agree to comply with all applicable federal and state laws and any changes or revisions to such laws.

5. Client certifies to NAPS that with respect to each driving record information or motor vehicle report ordered from NAPS, you will comply with each of the above requirements relating to consumer reports, and you will also comply with the [Driver's Privacy Protection Act of 1994](#) and any of its amendments in your ordering and use of the driving record information or motor vehicle report.

6. Client agrees that all certifications and agreements herein are of a continuing nature and are intended to apply to each consumer and/or investigative consumer report that Client orders from NAPS. Client also agrees to keep all documentation signed by the Applicant required herein for at least 5 years after the date of the report to which such documentation relates and to provide NAPS copies upon request.

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Client will use each Consumer Report only for a one-time use, will hold the report in strict confidence and will not disclose its content to any unauthorized third parties not involved in the decision; provided, however, that client may disclose the report to the subject of the report only in connection with an adverse action based on the report.

NO RESALE OF SERVICE:

Client will agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial/illegal/or otherwise inappropriate purposes, any product/service or data of any kind derived from using NAPS website, services or any of its products.

DATA ENTRY ERRORS OR OMISSIONS:

Client agrees it will assume responsibility for and ensure the information submitted is entered correctly and that the coverage needed is not omitted to prevent additional charges. "INSTANT" retrieval search products are linked directly to service bureaus upon submission and run automatically. NAPS shall not be responsible for duplicate requests or customer errors in data entry while using this service. Prior to placing an order with NAPS, client will be responsible for reviewing the search criteria required for the background check to ensure purchasing what client requires. If the description does not include coverage of the area needed, OR records received do not meet the necessary search requirements, OR certain conviction types are not available in your search criteria (i.e., misdemeanor or infraction offenses), client will not place the order, as client understands it will not obtain the search results sought.

ACCEPTANCE OF OUR TERMS:

NAPS Background Checks offers its products and services to you, subject to your agreement and acceptance of the "Terms & Conditions" which may be revised by us without notice to you. When using any of our products or services, you and NAPS shall be subject to all guidelines and rules associated with each product or service offered. All such guidelines and rules are brought into existence through the "Terms & Conditions" and through any written agreements between NAPS and any of its customers, affiliates or partners.