

BGI Associates LLC
End User Agreement
400 South State Street Suite 130
Zeeland, MI 49464
(616)239-1040

BGI Associates LLC End User Agreement:

THIS END-USER AGREEMENT ("Agreement") is made and entered into by and between BGI Associates (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly, BGI Associates LLC)) and End-User (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly "End-User")). This Agreement shall be effective on the date of last signature below (the "Effective Date").

General

BGI Associates LLC strives to deliver accurate and timely information products to assist your company (hereinafter "End-User") in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, BGI Associates LLC assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. End-User understands that these information sources and resources are not maintained by BGI Associates LLC. Therefore, BGI Associates LLC cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, BGI Associates LLC has in place reasonable procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

BGI Associates LLC agrees that it will provide background screening services to End-User pursuant to the Statement of Work agreed to by the parties which may be modified or updated from time to time and which is wholly incorporated herein.

End-User's Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)

End-User hereby certifies that all of its orders for information products from BGI Associates LLC shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., permissible purposes only:

Please check all that apply:

- () As instructed by the consumer in writing. Section 604(a)(2)
- () For legitimate business needs initiated by the consumer. Section 604(a)
- () For employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission. Section 604(a)(3)(B)
- () For Tenant screening

End-User will certify the specific permissible purpose for each report at the time a report is requested.

End-User's Certification of Legal Compliance

End-User certifies to BGI Associates LLC that the information products it receives will not be used in violation of any applicable federal, state or local laws, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. End-User accepts full responsibility for complying with all such laws and for using the information products it receives from BGI Associates LLC in a legally acceptable fashion. To that end, End-User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state laws when using information products. End-User further accepts full responsibility for any and all consequences of use and/or dissemination of those products. End-User further agrees that each consumer report will only be used for a one-time use.

End-User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End-User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports. End User agrees to abide by Addendum A attached hereto which is incorporated into and is part of this Agreement.

As a condition of entering into this Agreement, End-User certifies that it has in place reasonable procedures designed to comply with all applicable local, state and federal laws. End-User also certifies that it will retain any information it receives from BGI Associates LLC for a period of five years from the date the report was received, and will make such reports available to BGI Associates LLC upon request. End-Users seeking credit information must provide information and sign Addendum B before BGI Associates LLC can provide credit information to End-User. Addendum B is incorporated into and is part of this Agreement, if applicable.

End-User understands that the credit bureaus require specific written approval from BGI Associates LLC before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an End-User or decision maker.

End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C).

A. When Information Products are Used for Employment Purposes

If the information products End-User obtains from Inquiries, Inc. are to be used for an employment purpose, End-User certifies that prior to obtaining or causing a "consumer report"

and/or “investigative consumer report” to be obtained, a clear and conspicuous disclosure, in a document consisting solely of the disclosure, will be made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. This disclosure will satisfy all requirements identified in Section 606(a)(1) of the FCRA, as well as any applicable state or local laws. The consumer will have authorized, in writing, the obtaining of the report by End-User.

If the consumer is denied employment, or other adverse employment action is taken based in whole or in part on the information products provided by BGI Associates LLC, End-User will provide to the consumer: (1) a copy of the report, (2) a description, in writing, of the rights of the consumer entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act and (3) any applicable state law notices.” After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

B. Investigative Consumer Reports

In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, End-User will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) BGI Associates LLC contact information, including complete address and telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

C. International Criminal Record Searches

End-User understands that searches of international background screening will be conducted through the services of a third-party independent contractor. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported, Inquiries, Inc. cannot be either an insurer or a guarantor of the accuracy of the information reported. End-User therefore releases BGI Associates LLC and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of an international background screening report.

D. National/Multi-State Database Searches

BGI Associates LLC recommends that End-User screen its applicants or employees at the county court-house or online system, federal, and multi-state/nationwide database levels. End-User understands that if it chooses not to conduct searches at these levels, BGI Associates LLC cannot be held responsible for any records that exist that are not included in the End-User’s coverage requested. End-User further understands that the multi- state/nationwide database report will only be offered in conjunction with a county-level verification of any records found and that End-User will bear any additional costs associated with this verification.

Additional Requirements for Moving Violation Reports (MVRs) and Driving Records

End-User hereby certifies that Moving Violation Reports and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act (“DPPA”, at 18 U.S.C. § 2721 et seq.) and any related state laws. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain “driving records,” evidence of which shall be transmitted to BGI Associates LLC in the form of the consumer’s

signed release authorization form. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. End- User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

Warrants

In the course of completing background checks, Inquiries, Inc. may uncover active arrest warrants which are outstanding against the subject. In these cases, BGI Associates LLC may be contacted by the law enforcement agency seeking the subject. Subscriber understands that BGI Associates LLC will furnish to law enforcement any information contained within the subject's file to assist in the apprehension of the subject. Additionally, BGI Associates LLC may contact Subscriber, and Subscriber agrees to release to BGI Associates LLC, any and all information Subscriber may have which will further the apprehension of the wanted individual.

General Provisions

End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law. End-User may not assign or transfer this Agreement without the prior written consent of BGI Associates LLC. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, Maryland law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in Maryland, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End-User and an officer of BGI Associates LLC. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

If End-User is permitted to request consumer reports for employment purposes via BGI Associates LLC website, then, in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use End-User's Internet access to obtain reports for improper, illegal or unauthorized purposes. End-User agrees to allow BGI Associates LLC to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by BGI Associates LLC may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies.

Confidentiality

Neither party shall reveal, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. "Confidential Information" means any and all proprietary or secret data; sales or pricing information relating to either party, its

operations, employees, products or services; and, all information relating to any customer, potential customer, Agent, and/or independent sales outlet. The Parties agree to keep this information confidential at all times during the term of this Agreement, and continuing for five years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall BGI Associates LLC be required to destroy, erase or return any consumer reports or applicant data related thereto in BGI Associates LLC's files, all of which Inquiries, Inc. shall maintain as a consumer reporting agency in strict accordance with all applicable federal, state, and local laws.

Independent Contractor

The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

Fees and Payment

End-User agrees to pay nonrefundable fees and other charges or costs for BGI Associates LLC background check services. Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, other governmental agencies, educational institutions, employer verification lines and licensing agencies, incurred by Inquiries, Inc. in servicing End-User, will be passed onto End-User. At BGI Associates LLC option, payments not received thirty (30) days after the date of the invoice may cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with BGI Associates LLC's Accounts Payable Department. Accounts with invoices unpaid thirty (30) days or more will be assessed an interest charge of 1 1/2 % per month, as allowed by applicable law. A \$20.00 fee will be assessed for all returned checks. If the account goes to collection, End-User agrees to pay all collection expenses, including attorneys' fees and court costs. End-User agrees that providing credit card information and submitting it electronically to BGI Associates LLC represents a legal authorization to debit the card for the orders placed or for non-payment per the 15 day terms. End-User agrees that prices for services are subject to change without notice, although BGI Associates LLC will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by BGI Associates LLC.

Warranties, Remedies, and Limitation of Liability

End-User understands that Inquiries, Inc. obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to End-User "AS IS". BGI Associates LLC makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet End-User's needs, or will be provided on an uninterrupted basis; BGI Associates LLC expressly disclaims any and all such representations and warranties.

BGI Associates LLC will not be liable to end-user for damages, and end-user hereby releases BGI Associates LLC from any liability for damages arising under any theory of

legal liability to the fullest extent that the end-user may legally agree to release BGI Associates LLC from liability for such damages, provided however, that end-user does not release BGI Associates LLC from any liability arising solely from the willful misconduct or gross negligence of BGI Associates LLC (unless attributed or imputed to BGI Associates LLC by reason of any act or omission of end-user whether as an agent of BGI Associates LLC or otherwise). In the event BGI Associates LLC is liable to end-user for any matter arising under or relating to this agreement,

End-User shall indemnify, defend and hold harmless BGI Associates LLC from and against any and all claims, suits, proceedings, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) brought or suffered by any third party arising or resulting from, or otherwise in connection with, any breach by End-User of any of its representations, warranties, or agreements in this Agreement or its negligence or willful misconduct.

BGI Associates LLC does not guarantee End-User's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which End-User may rely in connection with its furnishing of reports. End-User understands that any conversation or communication with BGI Associates LLC representatives regarding searches, verifications or other services offered by BGI Associates LLC are not to be considered a legal opinion regarding such use. End-User agrees that it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information.

Force Majeure

End-User agrees that BGI Associates LLC is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent BGI Associates LLC from meeting its obligations under this Agreement.

Sever-ability

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or un-enforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

See attached signature page:

Signatures:

I certify that I am authorized to execute this Agreement on behalf of the company listed below. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Agreement.

On Behalf of End-User:

Company Name: _____

Company Address: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

On Behalf of BGI Associates LLC Signature:

Signature: _____ Date: _____

Print Name: _____