

NOTICE TO ALL EMPLOYMENT SCREENING CUSTOMERS

The following is a summary of the amendments to the Fair Credit Reporting Act and their impact on both providers and end users of consumer reports. Also available is a notice of your obligations as users of consumer reports under the FCRA. These changes are effective Oct. 1, 1997 and require both parties to adhere to strict notification guidelines.

Consumer reports are defined as any report requested in conjunction with determining an individual's eligibility, as indicated in the FCRA, for employment, tenant screening, extension of credit, underwriting of insurance or any financial transaction. Some of you may already be following these steps, but if not, you must comply with the following:

- A separate release is required for any report requested for employment purposes (pre-employment, promotions, as well as updates of background checks).
- If you decide to deny employment or not to extend credit (including rental decisions) based in whole or in part due to the information contained in the report, you are required to provide a copy of the consumer report (the actual background report we sent to you) to the applicant (titled, Confidential To Be Opened By Addressee Only, and a copy of the Summary of Your Rights Under the FCRA). An Adverse Action Notice should follow after waiting at least five (5) days from the date you sent a copy of the consumer report. You are not required to delay making your employment decision as a result of this procedure.

Additional changes to the FCRA include:

- Records of convictions now may be reported for more than seven years as was previously outlined. This will allow more complete background checks of potential employees. EZ-FACTS will provide you with criminal histories from the applicant's age eighteen to the present for county criminal checks done in Adams county as well as for state searches done in PA. York county criminal checks can be done from 1980 to the present. Criminal checks from other counties and states will continue to be for seven years unless otherwise specified to you, in which case additional years will be checked for a modest charge. Similarly, searches under known aliases and additional names can be performed upon request.
- For certain types of jobs within the trucking industry, the applicant may provide electronic or verbal authorization to access his or her consumer file.

If you would like additional information on any of these laws under the FCRA, please call Shawna Kane at 717-843-8685 ext. 238 or Steve Gohn at ext. 231.

CBY Systems, Inc.

Application for Membership and Services Contract

In order to cooperate with other business and professional people in the confidential dissemination of credit information, the undersigned (hereinafter referred to as the End User) petitions CBY Systems, Inc. (hereinafter referred to as CBY) for the use of its services upon the basis outlined below and, if accepted as a member, agrees that the following shall constitute a service contract between the End User and CBY under the following terms and conditions of membership:

The End User Agrees:

1. To comply with all the provisions of Public Law 91-508 "Fair Credit Reporting Act" (FCRA) and all other applicable statutes, both state and federal.

End User is a _____ and has permissible purpose for obtaining consumer reports in accordance with the FCRA (15 U.S.C. 1681 et seq.) including, without limitation, all amendments thereto. The End User certifies its permissible purpose as:

[A] In connection with a transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or the review or collection of an account of the consumer; or

[B] In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained, or

[C] In accordance with the written instructions of the consumer, or

[D] For a legitimate business need in connection with a business transaction that is initiated by the consumer, including, but not limited to, tenant screening, or

[E] As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or repayment risks.

2. End User certifies that End User shall use the consumer reports: (a) solely for the End User's certified use(s); and (b) solely for End User's exclusive one-time use. End User shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purposes of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Consumer Reports in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.

3. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of the inquiry.

4. The FCRA provides that any person who 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.

5. End User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between

Reseller and its End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.

6. With just cause, such as violation of the terms of the End User's contract or legal requirement, or a material change in existing legal requirements that adversely affects the End User's agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

7. To hold Experian, TransUnion, Equifax and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of Experian, Trans Union, or Equifax Information by Applicant (Qualified Subscriber), its employees or agents contrary to paragraph 3 or applicable law.

Terms for Agreement for Employment Purposes:

1. End User is a _____ and has an need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes")

2. End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose. End User shall comply with any federal and state laws which may restrict or ban the use of Consumer Report for Employment Purposes.

3. End User certifies that it will not request a Consumer Report for Employment Purposes unless:

- a. A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes
- b. The consumer has authorized in writing the procurement of the report; and
- c. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation

4. End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:

- a. A copy of the Consumer Report for Employment Purposes; and
- b. A copy of the consumer's rights, in the format approved by the Federal Trade Commission

5. End User shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.

6. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

7. With just cause, such as violation of the terms of End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects End User's Agreement, Reseller, may, upon its election, discontinue serving the End User and cancel the agreement immediately.

NOTE: The Consumer Report for Employment Purposes provided by TransUnion to the Reseller may contain the consumer's date of birth, which is only to be used for Reseller's internal identification verification purposes. Neither the year of birth, nor the consumer's age, may be passed on to an End

User under any circumstances in the Consumer Report for Employment Purposes.

For those End Users that wish to receive Trans Union Scores:

End User will request Scores only for End User's exclusive use. End User may store Scores solely for End User's own use in furtherance of End User's original purpose for obtaining the Scores. End User shall not use the Scores for Model Development or Model Calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed, or made accessible, in whole or in part, to any Person, except (i) to those employees of End User with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of End User who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to the End User and contains the prohibitions set forth herein regarding Model Development, Model Calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.

It is Mutually Agreed That:

1. End User will pay an annual Membership fee of forty-five dollars (\$45) as well as service charges that may be levied from time to time. Fees and service charges are set by CBY and may be changed at any time. Membership dues are payable in advance at the start of each membership year. Service charges will be billed monthly and are payable by the 10th of the month following that in which the service was furnished.
2. Violation of any of the provisions of the agreement by the End User shall give CBY the right to suspend service without notice and terminate Membership Contract.
3. The Membership Contract shall remain in full force and effect for one year and shall then be automatically renewed from year to year, unless terminated as provided in the immediately preceding paragraph of this agreement or unless canceled by either CBY or by the End User, upon either party giving thirty (30) days written notice to the other.

It is further mutually agreed that CBY and the End User shall each be liable to any third party claimant for its own acts of negligence with regard to the performance of its duties hereunder, and each shall indemnify and hold harmless the other for and from all such third party claims arising on account of its acts of negligence, or on account of its failure to perform any of its obligations hereunder, and any cost or expense, including reasonable attorney's fees, incurred by the other in connection therewith.

This Membership Application, when approved by the Board of Directors of CBY and signed by its authorized officer, shall constitute a contract between CBY and the Member, and shall be the entire agreement/amendments between the parties hereto.

End User Information:

Company Name: _____

DBA Doing Business As (list all):

Physical

Address: _____

City: _____ State: ____ Zip: _____

Telephone Number: _____ Fax Number: _____

Contact Person: _____ Email Address: _____

Type of Business: _____ Years in Business: _____

Business License: _____ Expiration Date: _____

(Required) Consumer Report Purpose: _____

Billing Contact: _____ Phone/email: _____

Street

Address: _____

City: _____ State: ____ Zip: _____

Printed Name and Title: _____

Signature: _____ Date: _____

(For Internal Office Purposes, Do Not Write Below This Line)

Membership Approved by Board of Directors of CBY Systems, Inc.:

By: _____ Date: _____ Code No: _____

President/Secretary

Complete application and send it with your first year's dues of \$45 to:
CBY Systems • 33 South Duke Street • York, PA 17401

Amendment A. California Law Certification. Applicant will refer to **Exhibit 1-A** in making the following certification, and Applicant agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act.

(PLEASE CHECK "X" THE APPROPRIATE LINE BELOW)

Applicant certifies that is ____ IS or ____ IS NOT a "retail seller" as defined in Section 1802.3 of the California Civil Code and ____ DOES or ____ DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

EXHIBIT 1-A to Applicant (Qualified Subscriber) Terms & Conditions
State Compliance Matters
California Retail Seller

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Applicant under the following circumstances: (a) if Applicant is a “retail seller” (defined in part by CA law as “a person engaged in the business of selling goods or services to retail buyers”) and is selling to a “retail buyer” (defined as a “person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale”) and a consumer about whom Applicant is inquiring is applying, (b) in person, and (c) for credit. Under the foregoing circumstances, Equifax, before delivering a consumer report to Applicant, must match at least three (3) items of a consumer’s identification within the file maintained by Equifax with the information provided to Equifax by Applicant in connection with the in-person credit transaction. Compliance with this law further includes Applicant’s inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer’s presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Applicant designated in Amendment A that it is a “retail seller”, Applicant certifies that it will instruct its employees to inspect a photo identification of the consumer at the time an application is submitted in person. If Applicant is not currently, but subsequently becomes a “retail seller”, Applicant agrees to provide written notice to Equifax prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the CA law as outlined in this Exhibit, and with specific certifications set forth herein.

Applicant certifies that, as a “retail seller”, it will either (a) acquire a new Applicant number for use in processing consumer report inquiries that result from in-person credit applications covered by CA law, with the understanding that all inquiries using this new Applicant number will require that Applicant supply at least three items of identifying information from the applicant; or (b) contact Applicant’s Equifax sales representative to ensure that Applicant’s existing number is properly coded for these transactions.

August 2008

Amendment B. Vermont Certification. Applicant certifies that the attached copy of Section 2480e (**Exhibit 1-B**) of the Vermont Fair Credit Reporting Statute was received from CBY Systems, Inc. an Authorized Reseller for Equifax.

**EXHIBIT 1-B to Applicant Terms & Conditions
Vermont Fair Credit Reporting Contract Certification**

The undersigned, _____ (“Applicant”), acknowledges that it subscribes to receive various information from Equifax Information Services LLC (“Equifax”) in accordance with the Vermont Fair Credit Reporting Statute, 9 V. S. A. Section 2480e (1999), as amended (the “VFCRA”) and the Federal Fair Credit Reporting Act, 15, U. S. C. 1681 et. Seq., as amended (the “FCRA”) and its other state law counterparts. In connection with Applicant’s continued use of Equifax information services in relation to Vermont consumers, Applicant hereby certifies as follows:

Vermont Certification. Applicant certifies that it will comply with applicable provisions under Vermont law. In particular Applicant certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Applicant has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont rules. Applicant further certifies that the attached copy of Section 2480e of the Vermont Fair Credit Reporting Statute was received from CBY Systems Inc. an Authorized Reseller for Equifax.

Applicant Name (print): _____

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

Please also include the following information

Compliance Officer or person responsible for Credit Reporting Compliance

Printed Name: _____

Title: _____ Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Attachment to EXHIBIT 1-B
Vermont Fair Credit Reporting Statute, 9 V. S. A. Section 2480e (1999)

Section 2480e. Consumer Consent

- (a) A person shall not obtain the credit report of a consumer unless:
- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
 - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section
- (c) Nothing in this section shall be construed to affect:
- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction of extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
 - (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission
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VERMONT RULES * CURRENT THROUGH JUNE 1999*****
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. CONSUMER FRAUD—FAIR CREDIT REPORTING
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. Sections 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. Sections 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. Sections 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

FCRA Requirements

Federal Fair Credit Reporting Act (as amended by the Consumer Credit Reporting Reform Act of 1996)

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. We have included a copy of the FCRA with your membership kit. We suggest that you and your employees become familiar with the following sections in particular:

- § 604. Permissible Purposes of Reports
- § 607. Compliance Procedures
- § 615. Requirement on users of consumer reports
- § 616. Civil liability for willful noncompliance
- § 617. Civil liability for negligent noncompliance
- § 619. Obtaining information under false pretenses
- § 621. Administrative Enforcement
- § 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies
- § 628. Disposal of Records

Each of these sections is of direct consequence to users who obtain reports on consumers.

As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes.

We strongly endorse the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate.

We support consumer reporting legislation that will assure fair and equitable treatment for all consumers and users of credit information.

Signature/Title

Date

Access Security Requirements

For GLB VB and White Page Data

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer information. In accessing consumer information products, you agree to follow these measures.

1. You must protect your account number and password so that only key personnel employed by your company know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post this information in any manner within your facility. If a person who knows the password leaves your company or no longer needs to have it due to a change in duties, the password should be changed immediately.
2. System access software, whether developed by your company or purchased from a third party vendor, must have your account number and password “hidden” or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, your password should be changed immediately.
3. Do not discuss your account number and password by telephone with any unknown caller, even if the caller claims to be an employee of your credit provider.
4. Restrict the ability to obtain consumer information products-to a few key personnel.
5. Place all terminal devices used to obtain consumer information products in a secure location within your facility. You should secure these devices so that unauthorized persons cannot easily access them.
6. After normal business hours, be sure to turn off and lock all devices or systems used to obtain consumer information products.
7. Secure hard copies and electronic files of consumer information products within your facility so that unauthorized persons cannot easily access them.
8. Shred or destroy all hard copy consumer information products when no longer needed.
9. Erase and overwrite 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 consumer information products only for the GLB Exception Appropriate use/Appropriate industry listed on GLB Matrix section of your membership application. You or your employees may not access their own information. Nor should you or your employees’ access information of a family member or friend unless it is in connection with an appropriate GLB transaction.

I agree to implement and adhere to the above controls.

Date

Signature

Company Name

Print Name / Title

FCRA Section 613 Addendum

Due to recent case law and as a matter of Best Practices recommended by EEOC, employers using Database Criminal Searches should follow the Fair Credit Reporting Act (FCRA) Section 613 as indicated below:

§ 613. Public record information for employment purposes [15 U.S.C. § 1681k]

(a) *In general.* A consumer reporting agency which furnishes a consumer report for employment purposes and which for that purpose compiles and reports items of information on consumers which are matters of public record and are likely to have an adverse effect upon a consumer's ability to obtain employment shall

(1) at the time such public record information is reported to the user of such consumer report, notify the consumer of the fact that public record information is being reported by the consumer reporting agency, together with the name and address of the person to whom such information is being reported; or

(2) maintain strict procedures designed to insure that whenever public record information which is likely to have an adverse effect on a consumer's ability to obtain employment is reported it is complete and up to date. For purposes of this paragraph, items of public record relating to arrests, indictments, convictions, suits, tax liens, and outstanding judgments shall be considered up to date if the current public record status of the item at the time of the report is reported.

What this means for CBY Systems' clients is that if you are using a National Criminal Database search only, and a conviction is returned, you should verify that conviction is reporting the most current status with a search at the Primary Source (either through a County Courthouse or State Police Repository).

To ensure compliance and to streamline the efficiency of this practice to protect you and CBY Systems from lawsuits, effective July 1, 2016 any client ordering a Criminal Database product that produces a potential conviction will automatically have a County Criminal Search run at the corresponding price for the County Criminal Search. If you are using a Criminal Database in conjunction with a County/State Search already, there is no additional search needed. You still need to document your compliance via this form. If the Database search produces a "clear" record, no other searches are needed.

Please sign and return this form to CBY Systems by fax 717-854-7862 or by email at info@cby.com to document you understand and approve of this compliance measure. Failure to return the form will not prevent CBY Systems from ordering and charging for the County Criminal Search to protect all parties under the compliance requirement.

Client Name

Date

Authorized Signature

Printed Name/Title