

CLIENT SERVICE AGREEMENT

This agreement is entered this ___ day of _____, 20____, by and between DataLink Investigative Services, a Tennessee Company (hereinafter referred to as "DataLink"), and _____ (hereinafter referred to as "Client"). Client agrees to pay DataLink for services provided under this agreement in accordance with the prevailing charges or in accordance with charges stated in a service proposal provided directly to the Client.

ATTENTION

The Client agrees as follows:

- 1) Client will comply with all the provisions of Public Law 91-508 (Fair Credit Reporting Act, hereinafter FCRA) and all other applicable statutes, both state and federal.
- 2) Client is an equal opportunity employer and does not discriminate against applicants or employees on the basis of race, color, religion, gender, gender identity, sexual orientation, marital or civil status, age, national origin, disability, or veteran status.
- 3) Information will be requested only for the Client's exclusive use. Neither Client, nor its authorized representatives, will request consumer credit reports for any other use than a use authorized by law and necessary for business purposes, and agrees to use the information provided in a manner that is consistent with all state and federal laws governing the use of such information.
- 4) Client will make every reasonable effort to safeguard and secure all information provided by DataLink, as well as all supporting documentation. All consumer information will be held in strict confidence, except to the extent permitted by law. Reports on employees will be requested only by Client's designated representatives. Employees will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties. Client will not disclose consumer credit information to the subject of the information except as permitted by law, but will refer the subject to the appropriate Credit Bureau office identified on the consumer information.
- 5) Recognizing that security is not easily maintained, and that no form of dissemination is absolutely safe, Client designates herein, by mark and initial, the one form of dissemination most secure and reasonable for Client receipt of consumer credit information.
 - Secure website access _____ (initial) Preferred
 - Facsimile transmission _____ (initial) Fax Number: () _____ - _____
 - U.S. postal mail delivery _____ (initial)
 - Electronic mail delivery _____ (initial)
- 6) Each time a request for information or a credit report is made of DataLink for employment, retention, or promotion purposes, Client will comply with §604 of the FCRA namely (1) the consumer has been given a clear and conspicuous written notice, in advance (in a document that consists solely of the disclosure) that a consumer report may be required for employment purposes; (2) the consumer has authorized the Client, in writing to procure the report; (3) the information in the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation; (4) before taking adverse action, in whole or in part on the report, Client will provide the consumer a copy of the report and a description of the consumer's rights under the FCRA.

(Public Law 91-508 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.)
- 7) Client agrees to furnish DataLink pertinent information on applicants, in writing or verbally, to enable DataLink to perform the requested background checks for employment, retention, or promotion purposes.
- 8) To the best of its ability, Client will provide prompt, accurate and complete information at the time of transmission and will comply with §623 of the FCRA.
- 9) Client recognizes that information in reports provided by DataLink is obtained from and processed by fallible sources (human and otherwise). For the fee charged, DataLink and its officers, employees, agents, and independent contractors cannot be insurers or guarantors for the accuracy of the information obtained; and the Client will release DataLink and its officers, employees, agents and independent contractors from all liability from claims arising out of inaccuracy and/or incompleteness of the information supplied by such sources to DataLink and its officers, employees, agents and independent contractors.

DataLink represents and agrees as follows:

- 1) DataLink is a Tennessee corporation, organized and authorized to do business in the State of Tennessee and is fully in compliance with all applicable federal, state and local laws and regulations.
- 2) DataLink will perform the requested background checks for employment, retention, or promotion purposes upon being furnished, in writing by Client's designated representative(s), all pertinent information on applicants. DataLink will promptly report the findings of its investigations to Client and will otherwise comply with the requirements of the FCRA.
- 3) In order to address security concerns and to comply with the FCRA, and other applicable laws regarding security and employment, DataLink will identify the subject of the report for information by name, last four digits of social security number and month and day of birth. Reports will not include the full social security number or year of birth.
- 4) DataLink is an equal opportunity employer and does not discriminate against applicants or employees on the basis of race, color, religion, gender, gender identity, sexual orientation, marital or civil status, age, national origin, disability, or veteran status.
- 5) DataLink will notify Client of the availability of completed reports and will make them available by the prescribed method as indicated on page 1.

IT IS MUTUALLY AGREED as follows:

- 1) This Agreement shall remain in force and effect for a term of one year from the last date shown on the following signature and acceptance lines and shall automatically renew and thereafter, from year to year on the same basis as set forth herein, subject to written notice of cancellation, which shall be given by either party at least ten (10) days in advance of any given date for termination. All payment for services shall be within thirty (30) days of invoice. Any amount not paid within such term shall accrue interest at the rate of ten percent (10%) per annum computed daily.
- 2) If the Client is delinquent in the payment of the monthly charges, or violates the terms of this contract, DataLink may, at its election, discontinue providing service to the Client and cancel this contract, without notice to the Client.
- 3) If DataLink fails to perform the requested background checks for employment purposes, fails to provide the requested information to the Client upon completion of DataLink's investigation, or otherwise fails to comply with the requirements of the FCRA, Client may, at its election, cancel this contract without notice to DataLink and pursue any and all other remedies available under law.

CLIENT

Client Name: _____

Website: _____

Address: _____

City: _____ State: _____ Zip: _____

Fax: _____ Email: _____

Telephone: _____

Signature: _____

Name: _____

Please Print

ACCEPTED BY

DataLink Investigative Services

www.datalinktn.com

P.O. Box 755

White Pine, TN 37890

Date: _____

Al Herzog, Owner