

# *A Matter of Fact*

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## **Terms of Agreement (Employment Background Checks)**

This agreement by and between A Matter of Fact and \_\_\_\_\_ (User) consists of the following understandings and conditions.

### **USER:**

1. Acknowledges receipt of "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA."
2. Certifies that all information and reports obtained from A Matter of Fact will be requested and used in accordance with the FCRA - Fair Credit Reporting Act (15 USC 1681b) as amended by the Consumer Credit Reporting Reform Act of 1996 (including permissible purpose, disclosure, written authorization, and copy distribution requirements). See "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA."
3. Certifies that information and reports obtained from A Matter of Fact will not be used in violation of any federal, state, or local equal opportunity law or regulation.
4. Certifies that all information and reports obtained from A Matter of Fact will be requested and used in accordance with all applicable local, state, and federal laws and regulations (including permissible purpose, disclosure, written authorization, copy distribution, and adverse action requirements). California employers see California Civil Code 1786.16(a)2 and 1786.16(b).
5. Will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
6. Certifies that the information requested will only be used for employment purposes and only for the user's own use. 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 unless clearly required by law. Certifies that the user cannot and will not resell to any other party. User will notify A Matter of Fact of any changes in the purpose for which information is requested.
7. Acknowledges that 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, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
8. Certifies that User DOES NOT, based on information provided by A Matter of Fact, issue credit as a retail seller to consumers. California employers see Sections 1785.14(a) and 1802.3 of the California Civil Code.
9. Acknowledges that A Matter of Fact or its employees are not allowed to render recommendations or opinions regarding hiring decisions or other actions based on the information retrieved. Hiring decisions and all other actions are based on user policies, procedures, and judgment.
10. Acknowledges that A Matter of Fact is not legal counsel and does not provide legal advice. It is important for user to work with legal counsel to ensure overall screening program compliance.
11. Acknowledges that the information obtained is researched and managed by fallible sources, and that for the fee charged, A Matter of Fact and/or its suppliers cannot guarantee or ensure the accuracy or the depth of information provided.
12. Assumes responsibility for the final verification of the applicant's identity.
13. Will accept invoices by Fax, by Mail, or by E-Mail.
14. Will pay all invoices for services rendered according to the rate schedule and the payment terms in effect at the time services are rendered (prices and terms are subject to change without notice).

### **A Matter of Fact:**

1. Has access to consumer reports from one or more consumer reporting agencies.
2. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, or a material change in existing legal requirements which adversely affects this Agreement, may, upon its election, discontinue serving the user and cancel this Agreement immediately.

Having read the terms of the "Agreement," user agrees to the terms as written.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
A Matter of Fact Authorized Signature

\_\_\_\_\_  
Date