

These Terms of Service (these “**Terms**”) describe your rights and responsibilities as a customer or user of our products and services. These Terms form a legally binding contract between you and BG Check Holdco, LLC, on behalf of itself and its subsidiaries (“**Provider**,” “**we**,” “**us**” or “**our**”) so please read them carefully.

We are a consumer reporting agency that obtains and assembles information on consumers from a variety of sources, including government and third-party databases containing information from public records, other information repositories, and third-party researchers (the “**Services**”) for the purpose of furnishing background screening reports (“**Consumer Reports**”) to our clients who have a permissible purpose for requesting them. Our Services may be offered under the following brands: **Active Screening, Active Screening Faith, AmericanChecked, Protect My Ministry, Protect Youth Sports, Shield Screening, and U.S. Information Search.**

You acknowledge and agree that you have read and understand the following required notices:

- [Summary of Your Rights Under the Fair Credit Reporting Act \(16 CFR Part 601\)](#)
- [Notice to Users of Consumer Reports \(16 CFR Part 601\)](#)

These Terms shall apply to and govern the use of our Services by your employees or any agents, contractors, affiliated churches and their users, congregants, parishioners, or other persons to whom you provide access to the Services (“**Authorized Users**”). You shall be liable for any Authorized User’s violation of these Terms.

If you are accepting these Terms on behalf of your employer or another entity such as a company, corporation, church, parish or other faith-based organization, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to these Terms; (ii) you have read and understand these Terms; and (iii) you agree to these Terms on behalf of the party that you represent. If you don’t have the legal authority to bind your employer or the applicable entity, please do not click “I agree” (or similar button or checkbox) that is presented to you). **PLEASE NOTE THAT IF YOU SIGN UP FOR A PRODUCT OR SERVICE USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN (A) YOU WILL BE DEEMED TO REPRESENT SUCH PARTY WITH DUE AUTHORIZATION, (B) YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THESE TERMS, AND (C) THE WORD “YOU” IN THESE TERMS WILL REFER TO YOU AND YOUR EMPLOYER OR THAT ENTITY, COLLECTIVELY.**

***These Terms are effective as of the date you first click “I agree” (or similar button or checkbox) or use or access the Services, whichever is earlier (the “Effective Date”). You acknowledge that these Terms have the same force and effect as a document***

*signed between you and Provider. You indicate your assent to these Terms by clicking “I agree” (or similar button or checkbox) at the time you register for our Services, create an account with Provider, or you use or access the Services for a free trial period.*

**If you do not agree with these Terms, please do not click “I agree” or similar button or checkbox when presented with the opportunity to do so and do not use our Services.**

You hereby certify that: (i) you have in place reasonable procedures designed to comply with all applicable federal, state and local laws, ordinances, regulations and orders related to the Services and Consumer Reports, including but not limited to the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) (“**FCRA**”); and (ii) you are ordering the Consumer Reports from Provider for employment purposes, including evaluation for employment, promotion, reassignment or retention as an employee, volunteer, independent contractor (“**Employment Purposes**”) or for another permissible purpose under the FCRA you selected when you created your account. You agree that you will immediately notify Provider if your permissible purpose changes.

**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, UNITED STATES CODE, IMPRISONED FOR NOT MORE THAN TWO (2) YEARS, OR BOTH.**

**1. YOUR ACCOUNT.**

- A. Credentialing. You shall be subject to our customer credentialing process prior to gaining access to our Services. You agree to provide all documents that we may request in order for us to verify and confirm your identity, your status as a legitimate business or other organization, and any applicable licensing requirements. **YOU UNDERSTAND THAT WE HAVE THE RIGHT TO REJECT OR DENY SERVICE TO ANY CUSTOMER WHO DOES NOT MEET OUR CUSTOMER CREDENTIALING REQUIREMENTS.**
- B. Account Information. To use our Services, you need to create an account with us. To do so, you must provide an email address, phone number and other information. We may use emails, telephone calls, or text messages to communicate with you on a recurring basis. By creating an account, you agree to receive communications from us and our partners at the email address and/or phone number you provide. You agree to provide us with your current, valid contact information and to update your email address and phone number any time this information changes. In some cases, you may be required to create a username and password (“**Login Credentials**”) to

access and use our Services. You are responsible for any activity associated with your account, so it is important to maintain the confidentiality of your Login Credentials to help keep your account secure. Accordingly, you agree that you will not disclose your Login Credentials to any third parties, and you will not allow your Authorized Users to share account Login Credentials. You should also use a strong password that you don't use for any of your other online accounts. You will be solely responsible for any unauthorized access, data security breach, damages or other losses that may result through your account, including through the misuse of your Login Credentials. You should immediately notify us if you believe someone has gained unauthorized access to your account by emailing support@ministrybrands.com. Provider will not be liable or responsible for any harm related to the use or misuse of your Login Credentials, your disclosure of your Login Credentials to another person, or your authorization to allow another person or entity to access and use our Services using your Login Credentials. Our Services are not intended for, and should not be used by, anyone under the age of 18. You are responsible for ensuring that all of your Authorized Users are at least 18 years old.

- c. Right to Use Platform; Restrictions on Use. Subject to your compliance with these Terms, Provider hereby grants to you a limited, revocable, non-exclusive, non-transferable, non-sublicenseable, and non-assignable right to access and use the Platform solely as expressly authorized by Provider under these Terms for your internal business purposes or other personal or non-commercial use. Only organizations or entities who are registered for the Platform and maintain an account may provide access to the Services to Authorized Users. "**Platform**" means the background checking platform offered by Provider or one of its licensors that allows you to submit orders ("**Orders**") and access the Services offered by Provider. With respect to the Platform you shall not (and shall not authorize or encourage any other person to):
- i. sell, resell, lease, distribute, rent, assign, sublicense or otherwise transfer your rights under these Terms or to the Platform in whole or in part, to any third party, or include such Platform in a service bureau, time sharing or outsourcing offering;
  - ii. use, copy, adapt, modify, prepare derivative works based upon, or otherwise exploit the Platform, including any part, feature, function, or user interface thereof except as expressly permitted by Provider under these Terms;

- iii. interfere with or disrupt the integrity or performance of the Platform or third-party data contained therein;
  - iv. attempt to gain unauthorized access to the Platform or its related systems or networks;
  - v. access the Platform in order to build a competitive product or service;
  - vi. reverse engineer, disassemble, decompile, or decode the Platform, in whole or in part, nor use any methods to gain access to the source code or infrastructure of the Platform, in whole or in part;
  - vii. access or use the Platform in order to benchmark or compare the performance of the Platform, or any portion thereof, against another company's products or services;
  - viii. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Platform, including any copy thereof;
  - ix. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Platform;
  - x. violate any applicable law or regulation in your use of the Platform;  
or
  - xi. use the Platform in any manner not permitted by these Terms.
- D. Cancellations and Refunds. All Orders must be carefully reviewed before submission. All submitted Orders are final and non-refundable. You will incur the cost of all Orders upon submission, including any Order that is later cancelled.
- E. Responsibility for Accurate Search Criteria. -You acknowledge and agree that it is your responsibility to provide accurate search criteria with respect to each consumer who is the subject of an Order. Further, you understand that you must carefully review all search information submitted with each Order and acknowledge that information cannot be changed following an Order submission. If you do need to correct or modify any information regarding the subject of your Order, including without limitation: name, date of birth, social security number, current address (if such change results in a different city or county of residence), such modified Order will be treated as a new search,

and you will be charged fees for the original Order and the modified Order.

## 2. **USE OF CONSUMER REPORTS.**

- A. **Employment Purposes.** If the Consumer Reports you obtain from us are used for Employment Purposes: (i) where state and local law mandates, you shall order a Consumer Report only after a conditional offer of employment has been made, and (ii) you shall, in every case prior to obtaining or causing a Consumer Report to be obtained, disclose to each consumer with respect to whom a Consumer Report is ordered, in a clear and conspicuous manner in a document consisting solely of the disclosure, that the Consumer Report is being obtained by You for employment purposes and shall also obtain written authorization from the applicable consumer that authorizes You to obtain a Consumer Report with respect to such consumer.
- B. **EEO Certification.** You hereby certify that you shall not use any Consumer Report in violation of any federal or state equal employment opportunity laws or regulations or in violation of any state or local ban-the-box, fair chance hiring, or related laws or regulations.
- C. **New York City Certifications.** If you are located in New York City or an applicant with respect to whom a Consumer Report is sought is a New York City resident or worker, you shall: (i) request a Consumer Report that includes criminal history information **only after** extending a conditional offer of employment to the job applicant, or, in the alternative that the position for which You are requesting a criminal history search is **exempt** under the Fair Chance Act; and (ii) request a Consumer Report that includes consumer credit history about an applicant or employee **only** if one of the permissible exemptions under Stop Credit Discrimination in Employment Act (N.Y.C. Admin. Code §§ 8-102(29), 8-107(9)(d), (24); Local Law No. 37 (2015)) applies.
- D. **California Certifications.** If you are located in California or an applicant with respect to whom a Consumer Report is sought is a California resident or worker, you hereby certify that you shall, in accordance with the Investigative Consumer Reporting Agencies Act, California Civil Code § 1786 *et seq.* (**ICRAA**), and the Consumer Credit Reporting Agencies Act, California Civil Code § 1785.1 *et seq.* (**CCRAA**):
  - i. Request and use reports solely for a permissible purpose(s) identified under the ICRAA and the CCRAA
  - ii. When, at any time, reports are sought for employment purposes, unless a legal exception otherwise applies, provide a clear and

conspicuous disclosure in writing to the consumer, in a document that consists solely of the disclosure (1) that a Consumer Report may be obtained; (2) the permissible purpose of the Consumer Report; (3) that information on the individual's character, general reputation, personal characteristics and mode of living may be disclosed; (4) the name, address, telephone number, and website of Provider; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22; and (6) notify the individual of the Internet website address of Provider where the consumer may find information about Provider's privacy practices;

- iii. Provide the individual a means by which the individual may indicate on a written form by means of a box to check that the consumer wishes to receive a copy of any report that is prepared; and,
- iv. If taking any adverse action, you shall comply with California Civil Code Sections 1785.20 and 1786.40, including, but not limited to, advising the consumer against whom the adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Consumer Report, informing the consumer in writing of your name, address and telephone number, and providing the consumer a written notice of his rights under the ICRAA and the CCRAA.

- E. Retention. You shall maintain copies of all written authorizations from consumers for a minimum of six (6) years from the date of request and shall make such written authorizations available to Provider upon request.
- F. Pre-Adverse Action. Prior to taking any adverse action that is based in whole or in part on a Consumer Report you shall adhere to the conditions imposed by the FCRA (15 U.S.C §1681b(b)(3)) which include: providing the consumer a copy of the applicable Consumer Report along with a letter that contains the name, address and toll-free number of provider, enclosing a copy of [Summary of Your Rights Under the Fair Credit Reporting Act](#). Further, you shall allow the consumer a reasonable amount of time to respond to the pre-adverse notification before the adverse action is taken, taking into account weekends and holidays.
- G. Adverse Action Requirements. If you take an adverse action that is based in whole or in part on a Consumer Report you shall comply with the

requirements of the FCRA (15 U.S.C. §1681m), including providing oral, written or electronic notice to the consumer of the adverse action; providing the name, address and toll-free telephone number of Provider to the consumer; informing the consumer that Provider did not make the decision with respect to the adverse action and is therefore unable to provide the consumer with the specific reasons why the adverse action was taken; and notifying the consumer of their right to obtain a free copy of the Consumer Report within sixty (60) days and to dispute with Provider the accuracy or completeness of any information in the Consumer Report.

- H. Authorizations. You shall ensure that Consumer Reports are requested only by one of Your authorized representatives and shall further ensure that authorized representatives do not obtain Consumer Reports on themselves or any other person except in furtherance of a permissible purpose under the FCRA.
- I. Nondisclosure of Report. You shall hold all Consumer Reports obtained hereunder in strict confidence and shall not disclose any Consumer Report to any third party unless disclosure to a third party is in furtherance of a permissible purpose under the FCRA. You shall use the Consumer Report one time only and shall only use the Consumer Report for a permissible purpose under the FCRA. You shall not sell, sublicense, lease, deliver, display or otherwise distribute any Consumer Report provided hereunder except as may be permitted under these Terms.
- J. Disposal of Reports. You may retain copies of Consumer Reports for as long as permitted under your document retention policies. You shall use reasonable best efforts to prevent unauthorized access to the Consumer Reports. Any data or Consumer Report that must be destroyed shall be destroyed in a secure manner to make it inaccessible, unreadable and/or unrecoverable, including without limitation by: burning, pulverizing or shredding, destroying or erasing electronic files beyond use, or hiring an authorized document destruction firm.
- K. **Compliance Assessment. Upon reasonable notice, you agree to provide to us Consumer Report-related documents maintained as to consumers upon whom Consumer Reports were obtained, including copies of executed disclosures and authorizations, any pre-adverse and adverse action correspondence, and reasonable evidence of your compliance with applicable laws regarding consumer data privacy in order to enable us to satisfy our obligations under federal and state**

**laws and regulations and our vendor agreements.**

- L. Notification. You shall immediately notify Provider in writing of any data security breach affecting or reasonably likely to have affected any Consumer Report obtained hereunder.

**3. SERVICE-SPECIFIC TERMS AND CERTIFICATIONS.**

- A. National Criminal Database. You acknowledge that any information obtained from our National Criminal Database is comprised of information obtained from various government agencies throughout the country. The content of the National Criminal Database is subject to change with or without notice. A complete list of the agencies providing information to the National Criminal Database is available upon your request. The National Criminal Database search is considered a pointer search. We will not report any information solely from this product without first verifying such information for accuracy through records obtained at the court level, as defined by Section 613 of the FCRA. We make no express or implied warranty as to the accuracy or the completeness of the information from the National Criminal Database.
- B. Motor Vehicle Records. You hereby certify that you will only order Motor Vehicle Records or Driving Records (in either case, "**MVRs**") in compliance with applicable state and federal laws, including but not limited to the Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.). You acknowledge and agree that we may conduct audits of your compliance with the terms of this Section 3.B. in our sole discretion and we may terminate the MVR services in the event we determine you are not compliant. You further certify and agree as follows:
  - i. you will not allow unauthorized access to MVRs;
  - ii. you shall indemnify any state and its agent(s) from any wrongful use, sale, or release of MVRs;
  - iii. your intended use of MVRs is for a permissible purpose under the FCRA and the DPPA;
  - iv. 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 us in the form of the consumer's signed release authorization form;
  - v. you shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means;



- vi. you shall immediately notify us if you discover that MVRs provided pursuant to this Agreement have been disclosed or used in violation of this agreement or any applicable state or federal law;
  - vii. you shall not use any information provided by any state to create or update a file that would allow you to develop your own source of driving history information; and
  - viii. you shall provide an Affidavit of Intended Use and Statement of Confidentiality upon our request, and you agree to execute all individual state-required documents for the receipt and use of MVRs.
- c. Investigative Consumer Reports. If you request an Investigative Consumer Report (which includes character references and extended employment verification), you hereby certify as follows:
- i. you have implemented safeguards to protect the integrity of your screening programs.
  - ii. you shall submit a release signed by the subject of the Consumer Report that contains the following:
    - A clear disclosure to the consumer that an Investigative Consumer Report – including information as to the consumer’s character, general reputation, personal characteristics and mode of living – may be made;
    - A statement informing the consumer of their right to request from you the nature and scope of any Investigative Consumer Report; and
    - A statement informing the consumer of their right to request a Summary of Consumer Rights in the form approved by the Consumer Financial Protection Bureau. As defined by Section 603(e) of the FCRA, an “**Investigative Consumer Report**” is a Consumer Report for which information on a consumer’s character, general reputation, personal characteristics, or mode of living, is obtained through personal interviews with neighbors, friends, or associates of the consumer reported on, or with others with whom he is acquainted or who may have knowledge concerning any such items of information.
- d. International Searches. You acknowledge that we may engage third party

contractors to perform international background screening. Because of the differences in foreign laws, access restrictions, language, and recordkeeping capabilities, we cannot ensure or guarantee the accuracy of international background screening services. You understand and agree that you are fully responsible for complying with all foreign laws and regulations applicable to your use of international search results.

- E. Employment Eligibility; I-9 Services. If you have requested that Provider serve as your E-Verify Employer Agent for purposes of your participation in the Department of Homeland Security's ("**DHS**") E-Verify program for purposes of employment eligibility determinations, you hereby certify and agree to the following:
- i. you shall be responsible for providing the fully executed DHS-required Memorandum of Understanding ("**MOU**") to Provider, retaining copies of all applicable documents and complying with all aspects of the MOU;
  - ii. you shall comply with the requirements of the E-Verify program, including the E-Verify User Manual and the MOU, and the posting of the following E-Verify Posters: "E-Verify Participation Poster" and "Right to Work Poster";
  - iii. you will not use the Employment Eligibility Program for pre-employment inquiries and acknowledge that such use is strictly prohibited;
  - iv. you will provide us with the names, titles, addresses, telephone numbers, and email addresses for your representative(s) serving as point(s) of contact for program verification matters;
  - v. you will not modify or alter in any way any Further Action Notices (including Tentative Non-confirmation notices) provided to you by Provider in order for you to contact an applicant and determine if the applicant wishes to contest the findings;
  - vi. you shall not to take "adverse action" against an applicant based upon the employment eligibility status of the verification and shall give the applicant the option of contesting the findings by checking the appropriate status directly on the non-confirmation notice; and
  - vii. you shall not engage in discriminatory practices against anyone and shall apply verification procedures to all new hires (not selectively).

- F. Consent Based Social Security Number Verification Service. *This Section shall only apply if you elect to use our Consent Based Social Security Number Verification Service (“SSNVS”).* You hereby agree to the following:
- i. you will obtain from the consumer and provide to us a release signed by the consumer prior to submitting a verification request. You will further provide all information requested in order for us to provide the SSNVS, including without limitation, the consumer’s first and last names and social security number.
  - ii. you accept all liability for all decisions based upon the SSNVS.
  - iii. you acknowledge that the SSNVS does not verify employment eligibility or an employee’s immigration status, and does not interface with the DHS employment eligibility verification system
- G. Drug Testing. *This Section shall only apply if you elect to order drug tests.* You understand and agree that any drug tests you order will be performed by third parties who are acting at your direction. We will include the results of any such tests in Consumer Reports. Service fees charged to you shall include Medical Review Officer (“**MRO**”) services from a MRO we have chosen in our sole discretion, for review of all positive drug tests. The MRO will be responsible for: (i) donor identification; (ii) Chain of Custody (“**COC**”) form completion and documentation; (iii) signature requirements; (iv) test result analysis of positive results in accordance with DOT regulations; (v) resolution of correctable flaws on COC forms; (vi) acting as Designated Employee Representative (“**DER**”) contact if unable to contact the consumer; (viii) determination of alternative explanations for positive, cancelled, substituted, adulterated and unacceptable results; (ix) maintenance of drug test reports pursuant to applicable state and federal laws and regulations; and (x) medical review of “medically necessary” substances and protection of the consumer’s privacy rights in accordance with state and federal laws.
- H. Continuous Monitoring Service. *This Section shall only apply if you have elected to use our Continuous Monitoring Service.* We will provide criminal record monitoring services to identify criminal activity with respect to consumers who have been selected by you after they have been onboarded by you as an employee, volunteer or independent contractor. You certify that you have obtained the appropriate consent(s) from the consumer, as required by the FCRA and state law. No later than 48 hours after a consumer is no longer engaged by you as an employee, volunteer or independent contractor,

you shall notify us so that the Continuous Monitoring Service may be discontinued with respect to such consumer. You certify that all consumers who are subject to Continuous Monitoring Service have been made aware of it through your policies and procedures. You shall be billed on a monthly basis for the Continuous Monitoring Service and shall be charged per consumer.

- i. *Adjudication Services. This Section shall only apply if you have elected to use our Adjudication/Risk Assessment Services.* You are solely responsible for selecting the selection criteria (the "Selection Criteria") that a potential applicant or employee must meet in order to be hired, trained or promoted, as applicable, and for any decisions taken based on the hiring criteria you have selected. You agree to consult with your own legal counsel to determine whether the Selection Criteria complies with applicable laws and regulations. You acknowledge and agree that we shall not be liable for any application of your Selection Criteria, that the application of your Selection Criteria is purely clerical in nature and shall be performed by us on your behalf. You acknowledge that we are not authorized to make any decision regarding hiring, training or promotion on your behalf. You shall review the content of the Consumer Reports in the manner and method prescribed by applicable law, including but not limited to, conducting individualized assessments and making final decisions on all Consumer Reports. You shall ensure that your use of the Selection Criteria in evaluating the Consumer Report and in your final decision with respect to an applicant or employee is in compliance with all applicable laws and regulations. Notwithstanding the foregoing, you shall not provide to us, and we shall not be obligated to follow, any "no hire" policy for a set level of offense such as a "no felony rule" unless you are required by law or regulation to make such criteria a condition of employment. We reserve the right to refuse to apply any Selection Criteria in our sole and complete discretion. You acknowledge that in performing the Adjudication Services we rely solely upon third party information, including without limitation educational institutions, past employers, and public records. We have not and will not conduct an independent investigation to determine the accuracy of the information furnished to us. We therefore cannot ensure or guarantee the accuracy of such information.

You agree to indemnify and hold harmless Provider and its affiliates and its and their respective directors, officers, employees, agents and representatives from and against any and all liabilities, damages, expenses (including attorneys' fees) and costs arising or resulting from any claim that

the Selection Criteria or the use thereof does not comply with any law or regulation. Provider shall have the right, in its sole discretion, to defend any such claim.

- J. FCRA Adverse Action Notification Service. *This Section shall only apply if you have elected to use our Adverse Action Notification Service.* At your direction and to help you comply with your obligations under the federal FCRA, we will provide pre-adverse and adverse action notices to an applicant in connection with any pre-adverse or adverse action on an applicant-by-applicant basis and only after you have received a Consumer Report. You shall be deemed to have approved the content of any notice. You shall determine the timing and delivery of any notices. You understand that any decision regarding taking any pre-adverse or adverse action with respect to an applicant is solely your responsibility. You shall provide to us an email address for the impacted consumer to allow us to send any notices electronically. This service does not cover your compliance with any applicable state or local laws that may require additional adverse action responsibilities.
- K. Credit Reports. *This Section shall only apply if you elect to order credit reports.* You understand and agree to be subject to additional credentialing and application procedures as required by the credit bureaus furnishing the credit report product. You certify that you will promptly notify us of any change in your location, structure, ownership, or control, including but not limited to the addition of any branch(es) that will be requesting and/or accessing credit reports. Credit bureaus issuing credit reports may prohibit the following persons, entities and/or businesses from obtaining credit reports: adult entertainment service of any kind; asset location service; attorney or law firm engaged in the practice of law (unless engaged in collection or using the report in connection with a consumer bankruptcy pursuant to the written authorization of the consumer); bail bondsman (unless licensed by the state in which they are operating); child location service (i.e. a company that locates missing children); credit counseling (except not-for-profit credit counselors); credit repair clinic; dating service; financial counseling (except a registered securities broker dealer or a certified financial planner); foreign company or agency of a foreign government; genealogical or heir research firm; law enforcement agency; massage service; news agency or journalist; pawn shop; private detective, detective agency or investigative company; repossession company; subscriptions (magazines, book clubs, record clubs, etc.); tattoo service; time shares - company seeking information in connection with time shares (exception: financiers of time shares); weapons

dealer, seller or distributor.

- L. Equifax's The Work Number®. If you have purchased The Work Number® information, you agree that you will hold Equifax harmless in the purchase and use of the information. You further agree that: (a) the information obtained will not be forwarded or shared with any third party; (b) the information will only be obtained for a permissible purpose under the FCRA; (c) you will comply with all applicable state laws regarding consumer credit or consumer identity protection; and (d) you will provide notice of consumer rights as required for Employment Purposes or identity theft as follows: [www.consumerfinance.gov/learnmore/](http://www.consumerfinance.gov/learnmore/).

4. **THIRD PARTY APPLICATIONS.** If Provider provides any integration or interfaces between the Platform and any third party products and/or services with functionality that interoperates with the Platform (the "**Third-Party Applications**") used by you, you shall be solely responsible for ensuring that you have all necessary consents, licenses and cooperation from such third party provider of the Third-Party Applications to allow Provider to integrate with such Third Party-Applications. Provider and its affiliates make no representations or warranties and shall have no liability or obligation whatsoever in relation to the operation, content, or use, of any Third Party-Application, any transactions completed in or through the same, nor for any contract entered into by you or your Authorized Users with any such third party. Provider cannot guarantee the continued availability of any features designed to interoperate with Third Party-Applications and may cease providing them without entitling you to any refund or credit, if for example and without limitation, the provider of the Third Party-Application ceases to make the Third Party-Application available for interoperation with the Platform in a manner acceptable to Provider. You are responsible for complying with the applicable terms of service for any Third Party-Applications with which you use the Platform. You will indemnify Provider and its affiliates against all costs, losses, liabilities and damages which arise from any action or claim against Provider or its affiliates by such third-party provider and/or other third party in respect of the use of (and/or integration/interface with) such Third Party-Application and related data (including without limitation Consumer PII (defined below)).
5. **FEES AND PAYMENT.** We will invoice you with respect to any Order(s) on a monthly basis. You shall pay all invoices within thirty (30) days of the date of the invoice. Payment may be made by credit card, check, e-check or ACH/wire. Past due amounts shall accrue simple interest at the rate of 1.5% per month or the maximum lawful rate, whichever is less, from the date such payment was due until the date paid. If any invoice to Customer is not paid within thirty (30) days of its due date, in our sole

discretion, we may temporarily suspend your account until payment is received. If collection efforts are required, you shall pay all costs of collection including attorneys' fees. Customer may only dispute charges appearing upon an invoice if notice of such dispute is provided to us in writing within thirty (30) days from the date of the invoice. Any check or other payment returned due to insufficient funds or any other reason is subject to a \$25.00 fee.

Governmental or other third-party data vendor pass-through fees are subject to change without notice. We reserve the right to change the fees charged for our Services upon thirty (30) days' prior written notice to you. Applicable sales or other taxes will be added to all fees.

If you have subscribed to our Ministry Mobilizer service, the following additional terms shall apply:

- We may charge subscription fees on a monthly or an annual basis depending on which subscription you have selected.
- You must pay all fees during your subscription period and any renewal periods, absent cancellation prior to the start of the next renewal period. Fees are non-cancellable and non-refundable.
- We may at any time, upon notice of at least 30 days, or a longer period if required by applicable law, change the price of your subscription. If you have prepaid your annual or multi-year subscription, price changes and the institution of new fees implemented after your prepayment will go into effect for your next annual or multi-year subscription term after the 30-day notice period. The foregoing will apply even if you pay your annual or multi-year subscription fees on a monthly basis. If you have a monthly subscription, price changes will go into effect for your next monthly term after the 30-day notice period. If you do not wish to accept a fee change, your sole remedy is to cancel your subscription to and stop using Ministry Mobilizer prior to the commencement of the renewal subscription period for which the price change applies.
- If you are paying via credit card or ACH, you authorize us to charge the applicable subscription fees at the then applicable rate plus any applicable taxes for the subscription to your credit card or account on file at the expiration of the term. Your subscription may only be cancelled by submitting your cancellation request [here](#). We may suspend your access to Ministry Mobilizer or downgrade your account without prior notice, including removing additional features and discounts associated with a Ministry Mobilizer

subscription, if we are unable to process payment through the credit card provided by you without effecting your obligation to make payments hereunder until all overdue amounts are paid in full. If your failure to pay persists for a period of thirty (30) days or longer, we may terminate these Terms and your access to the Platform and the Services.

- If you are not paying for Ministry Mobilizer via credit card or ACH, all fees due hereunder shall be due and payable within thirty (30) days of the invoice date. In addition, without limiting our other rights, if any fees are owed and not paid by you when due, we may suspend your access to Ministry Mobilizer or downgrade your account without prior notice, including removing additional features and discounts associated with a Ministry Mobilizer subscription, without effecting your obligation to make payments hereunder until all overdue amounts are paid in full. If your failure to pay persists for a period of thirty (30) days or longer, we may terminate these Terms and your access to the Platform and the Services. We may offer a free trial of Ministry Mobilizer. When a free-trial period ends, your paid subscription begins, and you must pay the full monthly or annual fee unless you cancel your subscription prior to the end of the free trial.
- If you cancel your subscription for any reason, or if the free-trial period ends and you cancel your subscription, unless required by law, you will not be able to access or retrieve any data you added, uploaded, or created during the time you subscribed to Ministry Mobilizer or during the free trial period.

6. **INTELLECTUAL PROPERTY OF PROVIDER.** You recognize that Provider and its third-party licensors own all rights, title, and interests in and to the Platform (including all forms, templates, page headers, custom graphics, button icons, scripts, trademarks, trade dress, other proprietary content, software, data, data compilations and interfaces, and all Intellectual Property Rights (as defined below) embodied in the Platform), including without limitation, all corrections, updates, modifications and other derivative works to the Platform. All Intellectual Property Rights in any work arising from or created, produced or developed by Provider, whether alone or jointly with others, under or in the course of these Terms, will immediately upon creation or performance vest absolutely in and will be and remain the property of Provider or its third-party licensors, and you will not acquire any right, title or interest in and to this intellectual property. Except for the limited license and use rights expressly granted in these Terms, Provider does not grant you any rights to the Platform. . You do not acquire any ownership interest in the Platform under these Terms and shall not engage in any activity that violates or undermines the Intellectual Property Rights of Provider or its licensors or the



limited license and use rights granted to you under these Terms. For purposes of these Terms, “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, moral rights, design rights or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world.

## 7. **TERM AND TERMINATION**

- A. Term and Termination. Except with respect to Ministry Mobilizer, these Terms shall commence on the date these Terms are accepted by you and shall continue unless terminated by either of us as follows: (i) upon sixty (60) days’ prior written notice by one of us to the other, (ii) immediately upon written notice to the breaching party if a party is in material breach of these Terms or in breach of any law or regulation. Notwithstanding the foregoing, with respect to Ministry Mobilizer, the subscription term shall be a period of one (1) year and shall automatically renew for additional one (1) year terms unless either party has provided at least sixty (60) days’ prior written notice to the other of its intent to not renew prior to the end of the initial term or the then current renewal term. In addition, with respect to Ministry Mobilizer, either party may terminate these Terms immediately upon written notice to the breaching party if a party is in material breach of these Terms or in breach of any law or regulation.
- B. Effect of Termination. Upon the termination of these Terms: (a) Provider shall have no obligation to perform any Services hereunder after the effective date of such termination; (b) you shall pay to Provider any fees or other amounts payable for the Services performed hereunder prior to the effective date of termination; and (c) all rights and licenses granted to you with respect to the Platform will immediately terminate, and you shall immediately discontinue use of the Platform. You understand and agree that in the event you request the return of any data or Consumer PII that you have provided to us or the Platform we have the right to charge you service fees and any applicable costs and expenses as a condition of returning any such data or Consumer PII.

- 8. **DATA PRIVACY AND SECURITY.** You agree to keep and maintain Consumer Reports and any Consumer PII secure and confidential. “**Consumer PII**” means any personal information you provide to the Platform to conduct a background check on a consumer who is the subject of a Consumer Report. You represent and warrant that you maintain a comprehensive data security policy, plan, system and facility that implements all necessary and reasonable precautions for the protection of Consumer Reports and

Consumer PII, including without limitation, storing the Consumer Reports and PII in a secure environment, transmitting the Consumer Reports and any Consumer PII in a secure manner, destroying paper copies of Consumer Reports when no longer needed, designating a limited number of key personnel who have a need to know about the Consumer PII and Consumer Reports, and maintaining strict procedures to ensure that your personnel are not able to use the Platform or Consumer Reports for improper, illegal or unauthorized purposes. You are solely responsible for the activities of any person accessing the Platform using any credentials issued to you. You shall promptly notify us of any security breach involving unauthorized access to any Consumer PII or Consumer Report provided to you by us pursuant to these Terms.

We shall only process Consumer PII in connection with our obligations and responsibilities under these Terms and both you and we agree to comply with federal, state, and local laws, rules, and regulations related to privacy and data protection that are applicable to the performance of the Services (“**Applicable Data Privacy Laws**”). We will notify you if we receive a request to exercise an individual’s privacy rights under Applicable Data Privacy Laws. We will not respond directly to an individual rights request unless explicitly instructed in writing by you to respond, provided such response can be reasonably carried out without undue burden on us. Upon written request, we shall delete or return all Consumer PII at the end of the Term, unless we have a valid legal obligation to retain such Consumer PII. We will maintain the confidentiality and security of any Consumer PII that we receive and any archival Consumer Reports that we maintain in accordance with our own data security and confidentiality policies and practices. We will notify you without undue delay when we become aware of any unauthorized access to, misappropriation of, loss of, damage to, or other compromise of the security, integrity, availability, or confidentiality of personal information (a “**Security Incident**”). We will take steps to address the Security Incident and mitigate potential harm that may result from the Security Incident and will provide timely information to you about the Security Incident as necessary for you to comply with Applicable Data Privacy Laws.

We may review your records that are reasonably required to demonstrate compliance with these Terms at any time upon reasonable prior notice during the Term and for 5 years thereafter. Your breach of this Agreement or violation of any applicable law, regulation or rule discovered by us may result in immediate suspension and/or termination of your account, legal action and referral to regulatory agencies.

9. **CONFIDENTIALITY.** By virtue of this Agreement, each party may obtain, learn, develop or have access to non-public information of the other party (“**Confidential**

**Information**”). “Confidential Information” shall include all information disclosed by either party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) that is either marked “confidential” or should be known to the Receiving Party to be confidential given the circumstances of its disclosure, whether communicated orally or in writing, and whether intangible or intangible form. The Receiving Party shall protect the Disclosing Party’s Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Party uses to protect its own Confidential Information of a like nature against unauthorized use, disclosure or publication. The confidentiality obligations set forth in this Section do not apply to information that can be shown by the Receiving Party’s written records which: (i) was or becomes a part of the public domain through no act or omission of the Receiving Party; (ii) was in the Receiving Party’s lawful possession prior to the disclosure and had not been obtained either directly or indirectly from the Disclosing Party; (iii) is lawfully disclosed to the Receiving Party by a third party that, insofar as is known to the Receiving Party, did not acquire the information from the Disclosing Party under an obligation of confidence; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party.

10. **DISCLAIMERS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED “AS-IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS”. PROVIDER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THESE TERMS, THE SERVICES, AND/OR THE RESULTS THAT MAY (OR MAY NOT) BE ACHIEVED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SECURITY AND ACCURACY, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER AND ITS AFFILIATES MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (I) THE USE OF THE PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (II) THE SERVICES WILL OPERATE IN COMBINATION WITH ANY THIRD-PARTY PRODUCTS OR SERVICES; (III) THE SERVICES (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS); (IV) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; (V) ERRORS OR DEFECTS WILL BE CORRECTED; (VI) THE PLATFORM WILL SATISFY ANY SERVICE LEVELS OR OTHER REQUIREMENTS**

**FOR UPTIME OR AVAILABILITY, OR (VII) THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE AND AGREE THAT THE INTERNET IS INHERENTLY INSECURE AND THAT YOUR DATA, AS UPLOADED OR TRANSMITTED IN CONNECTION WITH THE SERVICES, MAY BE SUBJECT TO LAGS, DOWNTIME, DELAY OR INTERCEPTION BY AN UNAUTHORIZED THIRD PARTY.**

11. **COMPLIANCE.** You represent and warrant that your use of the Services will be in accordance with these Terms and any applicable laws and regulations, including without limitation any local laws or regulations in your state, city, or other governmental area, regarding the Services, online conduct, and acceptable content.
12. **CONSULTATION WITH LEGAL COUNSEL.** You understand and agree that we do not provide any legal advice regarding your compliance with the various federal, state, and international laws which might apply. YOU ARE RESPONSIBLE FOR CONSULTATION WITH YOUR OWN LEGAL COUNSEL REGARDING THE PURCHASE AND USE OF CONSUMER REPORTS. You are solely responsible for the content of Disclosures, Authorizations, Pre-Adverse and Adverse letters, and the Summary of Rights, even when obtaining such sample documents from Provider for your own use. You agree not to rely on Provider for legal advice and acknowledge that you are solely responsible for your legal obligations and decisions and will consult with your own legal counsel at your own discretion regarding all legal matters, including but not limited to your obligations under the FCRA, applicable privacy laws and applicable state laws.
13. **INDEMNIFICATION; LIMITATION OF LIABILITY** You agree to indemnify and hold us, our affiliates, and our and their respective directors, officers, employees and agents harmless against any cause of action, loss, liability, damage, cost or expense, including, without limitation, attorney's fees and costs, arising out of or relating to: (A) your breach of any covenants, representatives or warranties of these Terms; (B) your violation of any applicable law or regulation, including without limitation, the FCRA; (C) for any misuse, abuse, or unlawful procurement of a Consumer Report by your agents or employees; and (D) the willful or malicious conduct by you or your employees.  
**EXCEPT WITH RESPECT TO INDEMNIFICATION CLAIMS, IN NO EVENT WILL EITHER PARTY'S CUMULATIVE AND AGGREGATE LIABILITY AND DAMAGES ARISING OT OF THIS AGREEMENT EXCEED THE AMOUNTS YOU ACTUALLY PAID DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF REVENUE OR PROFIT, LOSS OF GOODWILL, LOSS OF CUSTOMERS, LOSS OF CAPITAL, LOSS OF ANTICIPATED SAVINGS, LEGAL, TAX OR ACCOUNTING COMPLIANCE ISSUES, DAMAGE TO REPUTATION, LOSS IN CONNECTION WITH**

**ANY OTHER CONTRACT, OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.**

**IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY PORTION OF THESE TERMS, EXCEPT TO THE EXTENT PROHIBITED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.**

14. **EQUITABLE REMEDIES.** Nothing herein shall prohibit Provider from seeking a temporary restraining order, preliminary injunction, or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage; and nothing herein shall prevent Provider from bringing and pursuing legal action to specifically remedy any breach or threatened breach of any obligation hereunder by you involving Provider' Intellectual Property Rights.
15. **WAIVER.** No failure or delay by Provider in exercising any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.
16. **CONTACT US.** You may contact Provider by emailing us at: [info@ministrybrands.com](mailto:info@ministrybrands.com) or by reaching us by any other means specified in a communication received from us.
17. **SEVERABILITY.** If a court of competent jurisdiction rules that a provision of these Terms is invalid or unenforceable, such provision will be deemed modified to the extent necessary to make it enforceable, and the remaining provisions of this Agreement will continue in full force and effect.
18. **NO THIRD-PARTY BENEFICIARIES.** Except as otherwise provided herein, there are no third-party beneficiaries to these Terms.
19. **SECTION TITLES.** Section titles or references used in these Terms shall be without substantive meaning or content of any kind and do not form part of the agreement hereunder.
20. **GOVERNING LAW AND VENUE.** These Terms and all matters arising out of or relating to these Terms shall be governed by and construed in accordance with the laws of the State of Tennessee, except for its conflict of law provisions, which shall not apply. All such disputes will be brought and decided in a court of law in the State of Tennessee.

21. **ASSIGNMENT.** You shall not assign your rights or delegate your obligations under these Terms without the prior written consent of Provider. Any attempted assignment in violation hereof shall be void and of no force or effect. Provider may assign its rights and delegate its duties hereunder at any time without your consent.
22. **ENTIRE AGREEMENT; MODIFICATION.** These Terms constitute the complete agreement between the parties and supersedes all prior, conflicting agreements or representations, written or oral, concerning the subject matter of these Terms and such additional documents. Provider reserves the right to change these Terms at any time, by posting the amended version, which will be indicated by the effective date of the updated version at the top of these Terms. It is your responsibility to review these Terms frequently and remain informed about any changes to them, so we encourage you to visit this page often. The most recent version of these Terms takes precedence over any previous version of these Terms that we have issued related to the Services and your continued use of the Services constitutes your acceptance of the most recent version of these Terms.