

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, U.S. Information Search and Amplify powered by PMM.**

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 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 1681e 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. Sanctions. Unless you order a search of a specific sanctions registry, e.g., the Office of Foreign Assets Control Special Designated Nationals list, we will conduct our sanctions search using a commercial database of aggregated sanctions sources. The information contained in this database is obtained from various government agencies and bureaus throughout the world. Its content is subject to change with or without notice. We make no express or implied warranty as to the completeness of the information contained in the database.
- Our sanctions database is a pointer search. We will not report any information from this product but will instead conduct a direct search of the applicable sanctions registry and report responsive information in accordance with our internal reporting protocols and applicable federal and state laws. You understand and acknowledge we will only report the last seven years of adverse information even if there is older sanctions information relating to the consumer.
- C. 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.

D. 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.

E. 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.

F. Form I-9 SaaS. *This Section shall only apply if you elect to purchase our Form I-9 software-as-a-service.* When purchasing this service, we will provide you with access to a web-based portal through which you – as an employer – can access software that will enable you to create, complete, and store electronic documents

pertaining to the management of Form I-9 documents (hereinafter, "Electronic I-9 Web Application") as more fully described herein below.

- i. License. Provider grants to you a limited, nonexclusive, nontransferable sub-license to access and use the Electronic I-9 Web Application. You and your applicants/employees shall have the ability to do the following: (i). Complete an electronic Form I-9 on the Web Application; (ii) upload documents and images to the Web Application ("I-9 Documents"); (iii) input data into the Web Application; (iv) view the status of I-9 Documents or Inputted Data; (v) update the status of I-9 Documents or Inputted Data; (vi) export I-9 Data and I-9 Documents; and (vii) such other and additional features as may be added to the Web Application from time to time. This license shall terminate upon the termination of the Terms.
- ii. Audit. In the event a governmental agency audits you, we shall provide limited assistance to you by supplying such information and data as is requested by government auditors where such information is in our sole possession and custody or of our contractor. We do not provide onsite assistance for any I-9 audit conducted by a government agency.
- iii. Immigration Law Compliance. You are responsible for your own compliance with all applicable federal, state and municipal laws, statutes and ordinances, including, but not limited to, the Immigration and Naturalization Act ("INA") and the Immigration Reform and Control Act ("IRCA") and regulations promulgated in relation thereto.
- iv. Provider's Role. In providing the Electronic I-9 Web Application, we are functioning solely as a software-as-a-service. You are responsible for accessing and using the Electronic I-9 Web Application in accordance with your own policies and procedures. We do not and cannot provide legal advice, guidance or recommendations to you regarding the nature, scope, content or extent of your legal, compliance, or third-party contractual obligations and whether the use of the Electronic I-9 Web Application satisfies those obligations. It is your responsibility to review and determine whether the Electronic I-9 Web Application meets your business, contractual, regulatory or legal needs. You affirm and acknowledge that you have a written I-9 compliance plan, that you have designated one of your agents to be an Employer Sanctions Act compliance manager, that this manager has examined the Electronic I-9 Web Application and satisfied himself or herself that it meets your needs, and that you are relying solely upon the advice and opinion of your own compliance manager in using the Electronic I-9 Web Application.
- v. Limited Warranty. Provider warrants that the Electronic I-9 Web Application shall substantially provide the function of managing documents electronically. This warranty does not cover service outages or other failures by third parties retained by Provider, including for software and data hosting, or the provision of data center or telecommunication facilities. THIS LIMITED EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER EXPRESSLY DISCLAIMS ANY WARRANTY THAT USE OF THE ELECTRONIC I-9 WEB APPLICATION ENSURES COMPLIANCE WITH THE INA, THE IRCA, AND RELATED IMMIGRATION AND I-9 LAWS AND REGULATIONS PERTAINING TO THE EMPLOYMENT OF INDIVIDUALS, INCLUDING 8 C.F.R §§ 274A.2(E), (F), (G) AND (H). YOU ARE RESPONSIBLE FOR YOUR OWN COMPLIANCE WITH ANY LAWS.

G. Employment Eligibility; E-Verify 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).

H. 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

I. 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. For drug testing services not regulated by the United States Department of Transportation (“DOT”), the drug and alcohol testing service industry has developed certain industry standard protocols with regard to the specimen collection, cut-off and confirmation levels, drug panels, specimen retention, medical officer review protocols, and program documentation. Although these industry standards are similar to DOT standards, they do not mirror or precisely replicate DOT protocols. NON-DOT-REGULATED INDUSTRY STANDARD TESTING PROTOCOLS DIFFER FROM DOT PROTOCOLS. THESE GENERIC PROTOCOLS MAY OR MAY NOT COMPLY WITH APPLICABLE STATE DRUG TESTING LAWS, SUCH AS DRUG FREE WORKPLACE PROGRAMS AND MISCELLANEOUS STATE REQUIREMENTS. IN THE ABSENCE OF AN EXPRESS WRITTEN INSTRUCTIONS FROM YOU SPECIFYING PARTICULAR PROTOCOLS, AND OUR WRITTEN AGREEMENT TO THOSE PROTOCOLS, WE SHALL ADMINISTER OUR NON-DOT-REGULATED DRUG TESTING SERVICES IN ACCORDANCE WITH THESE GENERIC INDUSTRY STANDARD PROTOCOLS.

- J. 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.
- K. 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.

- L. 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.
- M. 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. In ordering credit reports, you represent that you have a policy with procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by you, substantially varies from the address the credit bureau has on file for that consumer.
- N. 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/.
- O. Employment & Education Verifications. *This section shall only apply if you elect to purchase employment or education verifications.* We will provide the service of verifying employment or education information supplied by the consumer with the relevant employer or educational institution. For employment, we typically verify (i) title or position, (ii) dates of employment, and – if provided – (iii) eligibility for re-hire. For education, we typically verify (i) dates of enrollment, (ii) whether the individual obtained a degree, and (iii) the degree obtained. Our standard verification process involves five attempts to contact the verification source over a period of five business days, with one attempt per day. Our fee is considered earned once we have completed the five attempts, irrespective of whether a verification was made. You may order an alternate verification, but additional fees will apply. You may submit customized verifications processes, and we will

provide a quote. Said custom process will not be implemented until the parties have agreed in writing to the process and the associated fee.

You acknowledge and understand that many employers and educational institutions will not provide a verification directly but will instead direct us to a third-party verification agency, such as The Work Number or National Student Clearinghouse. In the absence of written instructions from you stating otherwise, we will purchase the verification from this third-party agency and pass the fee along to you.

- P. Fingerprint Collection Administrative Services. *This section shall only apply if you elect to purchase fingerprint collection administrative services.* Provider shall provide the service of advising data subjects on the process for submitting to digital or paper and ink fingerprint collection through third-party fingerprint collection providers for the purpose of onward submission of the fingerprints to state criminal history agencies or the Federal Bureau of Investigation for authorized noncriminal justice purposes, such as statutorily authorized employment-related criminal history checks. We may impose additional fees in the event fingerprints must be recaptured (e.g., if they were rejected by the state identification bureau). If a data subject is redirected to paper and ink fingerprinting, you may be charged reprocessing fees. We are not a channeler of fingerprint-based criminal history records and we will not receive or store the results of fingerprint-based checks. Fingerprint-based checks are not part of our Consumer Reports. Any dispute the data subject desires to make must be handled with the criminal justice agency issuing the results.
- Q. Occupational Health Screening. *This section shall only apply if you elect to purchase occupational health administrative services.*

- i. Provider shall serve as an administrative service agent to coordinate the implementation of your occupational health screening program with clinics, diagnostic facilities, medical professionals, and other third parties. We are functioning as a service agent only. We do not perform any health screening ourselves, we do not conduct a substantive review of results, and we make no representation or warranty regarding the quality of services provided by third parties. Although we will conduct an administrative review of results for completeness, you must satisfy yourself that the third-party clinical and diagnostic services are sufficient and adequate for your program and comply with any laws or regulations applicable to you. In the absence of specific written directives from you on the methods, manner, and protocols regarding how the various medical reviews and diagnostic tests are to be conducted, Provider shall administer its services in accordance with industry standards developed by the background screening industry. In the event you order and self-administer "on-site" occupational health screening products, you acknowledge the only warranty applicable to such products is the manufacturer's warranty, if any, and that such products are otherwise provided "AS IS" and subject to Provider's warranty disclaimers as set forth herein. Where state or Federal law classifies certain laboratory test results as reportable/communicable diseases, you shall make all necessary reports to relevant public health authorities or other governmental agencies and shall ensure that your applicant or employee is provided with any required notification, information, or intervention.
- ii. You represent and warrant that your occupational health screening program complies with all applicable federal, state, and local equal employment opportunity laws, including the Americans with Disabilities Act, the Genetic Information Non-Discrimination Act, and Title VII of the Civil Rights Act. Provider expressly disclaims that it is a business entity agent for you or that it is exercising any administrative functions traditionally exercised by you in your capacity as an employer. YOU HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD PROVIDER HARMLESS FROM AND AGAINST ANY CLAIM, SUIT, AGENCY ACTION OR THE LIKE PREMISED UPON ANY OF THE FOLLOWING ASSERTIONS: (I) THAT PROVIDER IS A BUSINESS ENTITY AGENT FOR YOU, (II) THAT PROVIDER IS DEEMED TO BE AN

EMPLOYER UNDER CALIFORNIA OR OTHER LAW IN ITS PROVISION OF OCCUPATIONAL HEALTH SCREENING SERVICES TO AND FOR YOU, OR (III) THAT PROVIDER VIOLATED CALIFORNIA'S FAIR CHANCE, FAIR EMPLOYMENT AND HOUSING, OR OTHER FEDERAL OR STATE EQUAL EMPLOYMENT OPPORTUNITY LAWS OR REGULATIONS IN ITS PROVISION OF OCCUPATIONAL HEALTH SCREENING SERVICES TO YO

R. ID Verification. *This section shall only apply if you elect to purchase the ID Verification ("vID") product.*

i. Definitions.

"Analyze" means the operation of the software application to (i) scan a Data Subject's Card and compare the machine-readable encrypted language from the Card's bar code against a data repository of issuer identification document information to determine whether the Card's data is consistent with issuer design templates; (ii) to compare the Data Subject's separate photograph against the photograph contained on the Card to analyze whether the photographs match; (iii) to assess the liveness and integrity of the selfie image submitted by the Data Subject using the Data Subject's facial geometry vector; and (iv) related features.

"Card" means the state-issued driver's license, permit, or identification card submitted by a Data Subject for ID Evaluation.

"Data Subject" means a natural person whom you are requiring to submit to an ID Evaluation.

"vID" means a software application that enables a Data Subject to submit an ID Evaluation and which produces an ID Information Result.

"ID Evaluation" means the use of the vID software application by a Data Subject to submit (i) a clear photograph of the front of the Data Subject's Card, (ii) a clear photograph of the back of the Data Subject's Card, and (iii) a live facial image to the vID software application which will then Analyze the document and biometric data.

"ID Information Result" means the written report of a third-party technology company in the business of performing ID Evaluations.

ii. License. vID is powered by [Cerebrum](#). As an authorized reseller of Cerebrum's vID product, we grant you a limited, revocable, non-transferable, non-exclusive license to access and use the vID product for your internal business purposes. By purchasing the vID product, you are agreeing to Cerebrum's terms and conditions, which can be found at:

<https://cerebrum.com/legal/saas-agreement/>. If you do not agree with Cerebrum's terms, you cannot purchase the vID product.

iii. Scope of Use. You shall only use vID for fraud prevention and identity verification purposes. ID Information Results shall not be used, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility (i) for credit or insurance to be used primarily for personal, family, or household purposes; (ii) for employment purposes, or (iii) for any other purpose authorized under § 1681b of the FCRA. vID and the ID Information Results are not Consumer Reports, and they do not constitute a communication of information from a consumer reporting agency that has any bearing on a consumer's creditworthiness, capacity, standing, character, general reputation, personal characteristics, or mode of living. You shall not maintain or distribute ID Information Results (or information derived from ID Information Results) outside the United States or allow the distribution or transfer of such information outside the United States. You certify that you shall not seek to access vID for the purpose of creating your own database, to develop a competing product or service, or to reverse engineer vID.

- iv. **Biometric Data.** You understand that Cerebrum will collect biometric identifiers and biometric information (collectively, “Biometric Data”) from the Data Subjects whom you require to submit to an ID Evaluation. Cerebrum will not share Biometric Data with us or with you. You are responsible for providing all notices and securing all consents which you may be required to provide or secure under applicable laws when directing a Data Subject to submit to an ID Evaluation.
- v. **Nature of Provider’s Role.** In providing vID, we are not a consumer reporting agency, and we are not reselling Consumer Reports. We do not assemble or evaluate ID Information Results. We are solely and exclusively selling a sub-license to use a software-as-a-service application.
- vi. **Statistical Calculations & Process Improvements.** Cerebrum or its upstream licensors may collect, use, and analyze information from Data Subjects for the purposes of improving and enhancing the quality and nature of ID Information Results or to market or publish general information and statistics relating to the same.
- vii. **Disclaimer of Warranties.** vID IS PROVIDED AS IS, WITH ALL FAULTS, AND WITH NO WARRANTIES, EXPRESSED OR IMPLIED. PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF FUNCTIONALITY, PRIVACY, SECURITY, ACCURACY, AVAILABILITY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME ALL RISKS ARISING OUT OF YOUR USE OF vID.

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.

- A. We will invoice you for any Order(s) on a monthly basis. Fees are non-cancellable and non-refundable. 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 notice to you. 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.
- B. 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 or downgrade

your account until payment is received. 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 Services and/or Platform. 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.

- C. You shall pay or reimburse Provider for all taxes arising out of these Terms other than Provider's income taxes. If you are required to withhold or deduct any taxes from the payment of any fees, you will increase the amount payable to Provider by the amount of such taxes so that Provider receives the full amount of fees and expenses. If Provider has the legal obligation to pay or collect taxes for which you are responsible, including without limitation sales tax, such taxes shall be paid by you unless you provide Provider with a valid tax exemption certificate authorized by the appropriate taxing authority. Provider's failure to initially invoice you for any applicable taxes does not relieve you of responsibility for such taxes.
- D. If you have subscribed to a subscription-based plan for the Platform or Services, you agree to the associated terms that are posted on our websites or applications and the following terms:

- i. We may offer subscription-based plans, including plans that include an allotment of Orders for use during the subscription term set forth in the ordering document. **Orders under subscription-based plans may only be redeemed through the Platform, have no cash value, and are non-transferrable and non-refundable. ORDERS UNDER SUBSCRIPTION-BASED PLANS ARE ONLY VALID DURING THE SUBSCRIPTION TERM, EXPIRE UPON EXPIRATION OR TERMINATION OF THE RELEVANT SUBSCRIPTION TERM AND DO NOT ROLL OVER.**
- ii. Except as otherwise set forth in an ordering document, fees for subscription-based plans will be invoiced monthly in advance. If you choose to cancel your subscription early, we will not provide refunds of prepaid or unused fees, and you will promptly pay all unpaid fees due through the end of your current subscription term. 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 to your credit card or account on file at the expiration of the subscription term.
- iii. We may offer a free trial of the Platform or Services. 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. You can cancel by submitting your cancellation request [here](#). 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 the Platform or Services 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.

- i. Except with respect to Ministry Mobilizer, these Terms shall commence on the Effective Date and shall continue unless terminated by either of us as follows: (a) upon sixty (60) days’ prior written notice by one of us to the other; or (b) 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.
- ii. With respect to Ministry Mobilizer, these Terms commence on the Effective Date and expire when all subscription terms have ended. The initial 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. You can provide written notice of non-renewal by submitting your cancellation request [here](#), or as otherwise provided during the subscription sign-up process. In addition, 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: (i) Provider shall have no obligation to perform any Services hereunder after the effective date of such termination; (ii) you shall pay to Provider any fees or other amounts payable for the Services performed hereunder prior to the effective date of termination; and (iii) 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, SECURITY AND MANAGEMENT.** 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. The retention and destruction of data depend upon the nature and type of the data in question. The following outlines our general policies.

a. Consumer Reports. We, in our sole and absolute discretion, may delete Consumer Reports and related documents in accordance with our internal retention and deletion policy. You understand and acknowledge that (i) we do not retain Consumer Reports or associated documents on your behalf for any period of time; (ii) should you desire to maintain your own archival copy of Consumer Reports and related documents, that you must download them as they are received; and (iii) a technology fee will be charged to you should you request a periodic mass export of archival Consumer Reports. You are not eligible for a mass export if you have an outstanding, past-due balance. If these Terms terminate or if your account is suspended due to non-payment, your access to our Platform will be deactivated and you will not retain access to archival Consumer Reports. In the event you assign your rights and/or obligations under these Terms to another party with our consent, or you undergo a merger, sale, or acquisition of all or substantially all of your assets, we reserve the right, in our sole and absolute discretion, to decline to provide your assignee or successor with access to or copies of archival Consumer Reports procured by or on behalf of you if we determine, in its sole discretion, that doing so may violate federal or state consumer reporting laws and regulations.

b. Drug Testing Data. You own drug testing data and the records related to the drug testing process. To the extent DOT-regulated records are in our possession, we will store and maintain the records enumerated in § 40.333 of Part 40 of Title 49 of the Code of Federal Regulations in accordance with the retention periods established by that section and in a location with controlled access. We reserve the right to store the records electronically.

To the extent non-DOT-regulated drug testing records are in our possession, we will store and maintain those in the same manner as we store and maintain records for DOT-regulated customers, provided, however, you understand and acknowledge that specimen collectors, clinics, laboratories, and MROs may utilize different retention periods than what is required of them under Part 40 for DOT-regulated testing services. As such, records, specimens, samples, and other data and material related to the testing process may not be preserved for the same period of time such items may be preserved under Part 40-regulated testing. If you desire specific retention periods, you must notify us and we must agree by written amendment to these Terms to such specific retention periods.

c. Form I-9 & E-Verify Data. You own the data, information, files, documents, and images created with or uploaded to the Electronic I-9 Web Application (hereinafter, “I-9 Data”) and you shall otherwise hold full right, title and interest in the I-9 Data. You understand and acknowledge that this I-9 Data may be hosted by a third party with which we contract, and that, in turn, this vendor contracts with data centers and telecommunication facilities, at which locations the data may be hosted. You acknowledge and agree that, by hosting the I-9 Data, we are not assuming responsibility for your compliance with 8 C.F.R. § 274a.2(b)(2) of the Employer Requirements of the Control of Employment of Aliens of the INA. We expressly disclaim any liability for any fines or penalties assessed by a governmental agency, or for any damages flowing therefrom, by virtue of any alleged failure to comply with the Employer Requirements, as well as for any claim, demand,

cause of action or suit alleging that you committed an unfair immigration practice by virtue of your use of the Electronic I-9 Web Application. WE RECOMMEND YOU MAINTAIN AN ARCHIVAL COPY OF I-9 DATA ON A SERVER WITHIN YOUR OWN POSSESSION, CUSTODY AND CONTROL.

You also own the E-Verify-related data, information, files, documents, and images created with, uploaded to, and transmitted via the E-Verify integration, including Case Verification Numbers, photographs, Further Action Notices, and confirmations (hereinafter, "E-Verify Data") and you otherwise hold full right, title and interest in the E-Verify Data. You understand and acknowledge that this E-Verify Data is hosted by a third party with which we contract, and that, in turn, this vendor contracts with data centers and telecommunication facilities, at which locations the data may be hosted. You acknowledge and agree that, by hosting the E-Verify Data, we are not assuming responsibility for your compliance with legal or regulatory record or data retention requirements. See, e.g., 8 U.S.C. § 1324a Note. We expressly disclaim any liability for any fines or penalties assessed by a governmental agency, or for any damages flowing therefrom, by virtue of any alleged failure to comply with such record or data retention requirements. WE RECOMMEND YOU MAINTAIN AN ARCHIVAL COPY OF E-VERIFY DATA ON A SERVER WITHIN YOUR OWN POSSESSION, CUSTODY AND CONTROL. In our sole and absolute discretion, we may delete Form I-9 Data and E-Verify Data and related documents in accordance with our internal retention and deletion policy. You understand and acknowledge that (i) we do not retain Form I-9 or E-Verify Data or associated documents on your behalf for any period of time; and (ii) you should download Form I-9 Data and E-Verify Data and related documents as they are received or created.

- d. vID Data. As between us, you own the vID Information Results. You understand and acknowledge that (i) we do not retain vID Information Results on your behalf for any period of time; and (ii) you should download vID Information Results as they are received.
- e. Occupational Health Screening Data. Data, records, and documents generated by occupational health screening services, including testing results and reports (collectively, "Health Screening Data"), belong to and are owned by you. Provider maintains copies of Health Screening Data for your convenience, and you are the primary custodian of such data. You agree to download and maintain your own copies of Health Screening Data and not to rely upon our storage of such data. To the extent we provide DOT-regulated physicals, such as those required by the Federal Motor Carrier Safety Administration or the Federal Aviation Administration, you are solely responsible for maintaining said documentation in your drivers' or airmen qualification files. We do not maintain your qualification files on your behalf.
- f. Mass Exports. A technology fee may be charged to you should you request Provider to perform a mass export of records. You will not be eligible for a mass export if you have an outstanding, past-due balance. If these Terms terminate or if your account is suspended due to non-payment under these Terms, your access to our web portal will be deactivated and you will not retain access to archival records.

9. **CONFIDENTIALITY.** By virtue of the agreement created by these Terms, 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 tangible 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 confident; 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. 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 these Terms 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.
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 OUT OF THESE TERMS 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 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 these Terms 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.