

TERMS AND CONDITIONS

THIS TERMS AND CONDITIONS AGREEMENT (“AGREEMENT”) IS BETWEEN VERTICAL SCREEN, INC. AND ITS SUBSIDIARIES: BUSINESS INFORMATION GROUP, INC., CERTIPHI SCREENING, INC. AND TRUESCREEN, INC. (COLLECTIVELY, “VERTICAL SCREEN” OR “WE” OR “US”) AND YOU.

BY CLICKING ON THE "I AGREE" BUTTON BELOW, YOU ACCEPT THIS AGREEMENT AND ASSENT TO AND AGREE TO BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF YOU DECLINE THIS AGREEMENT, THEN CLICK ON THE “I DO NOT AGREE” BUTTON, AND YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE. IF YOU CHOOSE TO DECLINE THE AGREEMENT TO USE THIS ONLINE DISPUTE SOLUTION, YOU MAY STILL FILE A CONSUMER DISPUTE BY SUBMITTING A MANUAL DISPUTE BY TELEPHONE OR BY MAIL. IF YOU PREFER A MANUAL PROCESS, PLEASE CONTACT US TOLL-FREE AT (800) 260-1680 FOR ADDITIONAL INFORMATION.

1. Use of the Service.

Upon acceptance of the terms of this Agreement and registration as a user, Vertical Screen will permit you to access and use Vertical Screen’s **Consumer Care** service (the “Service”) by accessing Vertical Screen’s website (the “Site”). Except for your limited right to access and use the Service and the Site, Vertical Screen does not grant you any other right or license, by implication or otherwise, to use the Service (or any subsequent version of the Service), the Site, or any patent, copyright, or other intellectual property or proprietary rights owned by or licensed to Vertical Screen.

2. The Service.

The Service permits you to access the background screening report processed by Vertical Screen (“Screening Report”) and to dispute the accuracy of any of the content in the Screening Report. In accordance with the Fair Credit Reporting Act, 15 U.S.C. 1681, Vertical Screen will review your dispute, along with all relevant information supplied by you, and promptly re-investigate any disputed items. If our reinvestigation finds that a disputed item is inaccurate, incomplete, or cannot be verified, we will modify or delete the disputed information from the Screening Report. Upon completion of our reinvestigation, which shall be completed within 30 days as specified in the FCRA, we will provide you written notice via this website detailing the results of our re-investigation. You will also be given the opportunity to add a statement to your Screening Report explaining any dispute. In addition, you will be given the opportunity to request that we provide notice of any updates or changes to the Screening Report to any party that has received a Screening Report for employment on you in the past two years.

You will be able to check the status of your dispute through the website. At any time, you will have the opportunity to rescind your dispute. There is no fee for the Service.

3. Compliance with Vertical Screen Policies.

You agree to comply with all procedures and policies Vertical Screen may establish with respect to the Service and the Site (including, without limitation, password management policies, security policies, the Acceptable Use policy set forth in Section 4, and the privacy policy referenced in Section 5) (collectively,

the “Policies”). You are solely responsible for any and all acts and omissions that occur under your account or password.

4. Acceptable Use.

You agree not to use Service or the Site to (i) disseminate or transmit unsolicited communications, (ii) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious, (iii) disseminate or transmit files, graphics, software, or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any third party, (iv) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, (v) interfere, disrupt, or attempt to gain unauthorized access to other accounts on the Service or any other computer network, (vi) disseminate or transmit viruses, Trojan horses, or any other malicious code or program, or (vii) engage in any other activity deemed by Vertical Screen to be an unacceptable or inappropriate use of the Service or the Site.

5. Privacy Policy.

Your privacy is important to us. Accordingly, we have established and implemented a Privacy Policy (which may be modified by Vertical Screen from time to time) describing, without limitation, what information we collect and how we use such information. You may review our current privacy policy by clicking [HERE](#). By entering into this Agreement, you acknowledge and agree that you had the opportunity to review our privacy policy and that you consent to our collection of information consistent with its provisions.

6. Third Party Components.

You acknowledge and agree that use of the Service and the Site require third party equipment and software (collectively, the “Third Party Components”) that must be provided by you. The Third Party Components include, without limitation, the following: a computer(s), a connection to the internet, operating system software, and a web browser (the necessary version of any of the foregoing to be designated by Vertical Screen from time to time).

VERTICAL SCREEN SHALL HAVE NO RESPONSIBILITY TO YOU OR ANY THIRD PARTY WITH RESPECT TO THE THIRD PARTY COMPONENTS.

7. Support.

Vertical Screen will provide you with its standard support services for similarly situated users of the Service. Such support services may include support via the “Help” pages on the Site or by e-mail response.

8. Reservations.

Vertical Screen retains all right, title, and interest in and to the Service, the Site, and any software used by Vertical Screen in providing the Service and the Site. Any rights not expressly granted to you herein

are reserved by Vertical Screen. You agree not to copy, distribute, rent, lease, loan, modify or create derivative works, adapt, translate, perform, display (except as necessary to exercise your rights hereunder), sublicense, or transfer the Service, the Site, or any software used by Vertical Screen in providing the Service. Without limiting the generality of the foregoing, you agree not to offer or permit the Service or the Site to be used by any third parties nor to attempt to use the Services or the Site in a service bureau capacity. You agree not to reverse engineer, disassemble, or decompile the Service or any software used by Vertical Screen in providing the Service and the Site. You acknowledge that the Service, the Site, and the software used by Vertical Screen in providing the Service and the Site contain Vertical Screen's proprietary and confidential information. You agree to abide by and not remove, obscure, or modify any proprietary notices accessible through the use of the Service, the Site, or any software used by Vertical Screen in providing the Service or the Site, or appearing on any reports or downloadable files generated through your use of the Service or the Site.

9. Term; Termination.

The term of this Agreement shall commence when you click "I AGREE" at the bottom of this Agreement and shall continue until terminated in accordance with the provisions of this Section 9. Either party may terminate this Agreement for any reason at any time; upon termination, the Services will no longer be provided. Without limiting the generality of the foregoing, Vertical Screen may immediately terminate this Agreement, or limit your access to the Service and the Site, if you (i) fail to comply with any term or condition of this Agreement; (ii) use or attempt to use the Service or the Site in a manner that violates any Policy, (iii) transfer, distribute, or disclose the Services or the Site (including your user ID or password) to a third party, or (iv) attempt to modify the Services or the Site (except as permitted by Vertical Screen for you to make use of the Services). Sections 2, 8, 9, 12, 13, and 14, and this sentence shall survive the expiration or termination of this Agreement for any reason.

10. Warranty by You.

You represent and warrant to Vertical Screen that (i) you are at least 18 years of age, (ii) you shall comply with all terms and conditions of this Agreement, including, without limitation, all of the Policies, (iii) you certify that you are the one and the same person to whom the dispute relates, if any, and (iv) all information you have provided or may provide to Vertical Screen in connection with this Agreement is and shall be, to the best of your knowledge, complete and accurate. Please be advised that any attempt to perpetrate any fraud in connection with submission of a dispute or acting on behalf of another individual without his or her consent for the purposes of accessing and using the Service, are instances of a crime punishable by law.

11. Warranty by Vertical Screen.

Vertical Screen warrants to you that the Service shall be reasonably available to you, subject to reasonable downtime for maintenance, upgrades, testing, and backup. Your sole and exclusive remedy for a failure of Vertical Screen to make the Service reasonably available as described in the previous sentence, and Vertical Screen's sole and exclusive obligation, shall be for Vertical Screen to use commercially reasonable efforts to promptly make the Services reasonably available.

12. Disclaimers.

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10, (A) THE SITE IS PROVIDED ON AN “AS IS,” “WITH ALL FAULTS” BASIS and (B) VERTICAL SCREEN DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR FITNESS OF RESULTS, NON-INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE OR THE SITE, OR OTHERWISE. YOU ACKNOWLEDGE AND AGREE THAT THE DESCRIPTIONS OF THE SERVICE AND THE SITE PROVIDED BY VERTICAL SCREEN, WHETHER THROUGH THE SITE, BY AN EMPLOYER, OR OTHERWISE, ARE NOT A PART OF THIS AGREEMENT.

13. Indemnity.

You agree to defend, indemnify and hold harmless Vertical Screen and its directors, officers, employees, agents, predecessors, successors, parents, subsidiaries, assigns or affiliates (the “Vertical Screen Parties”) from and against any and all damages, fines, penalties, costs, and other amounts (including reasonable attorneys’ fees and expenses) resulting from claims, demands, or causes of actions relating to or arising out of any materially false or misleading information you provide to the Site.

14. Miscellaneous.

No. Assignment. You shall not assign this Agreement or any of your rights or obligations hereunder and any purported assignment of this Agreement by you in contravention of the foregoing shall be null and void.

Force Majeure (Act of God). Vertical Screen shall not be liable for any failure or delay in its performance under the Agreement (including, without limitation, provision of the Service) due to any cause beyond its reasonable control, including act or war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, acts of third parties, failures of third party software or equipment (including, without limitation, Third Party Components), power or electrical failures, internet protocol packet loss or misrouting, and any internet connectivity failures.

Governing Law. This Agreement is governed by the law of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. If any provision of this Agreement is held by a tribunal of competent jurisdiction to be illegal, invalid, or otherwise unenforceable in any jurisdiction, then to the fullest extent permitted by law (i) the same shall not affect the other provisions of this Agreement, (ii) such provision shall be deemed modified to the extent necessary in the tribunal’s opinion to render such provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent of the parties as set forth herein, and (iii) such finding of invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of such provision in any other jurisdiction.

YOUR RESPONSE TO REQUESTS. BY SELECTING THIS SERVICE, ALL INFORMATION REGARDING YOUR DISPUTE WILL BE EXCHANGED THROUGH THIS WEBSITE. YOU MUST RESPOND TO ALL INQUIRIES OR

REQUESTS AS SOON AS YOU ARE ABLE TO PROVIDE THE INFORMATION. ANY INQUIRIES OR REQUESTS THAT ARE NOT ANSWERED BY YOU WILL DELAY THE DISPUTE PROCESS AND IF YOU DO NOT RESPOND, WE WILL CONSIDER THE DISPUTE CLOSED (WHICH MAY REQUIRE YOU TO RE-SUBMIT THE DISPUTE TO US AGAIN).

Certifications by You. By submitting your dispute through this Site or otherwise disputing your consumer report information with Us, please know that you are certifying to Us that: (i) you are the individual consumer whose information you are disputing; (ii) the information you are disputing is incorrect or incomplete; (iii) the personal and contact information you will provide is complete and accurate to the best of your knowledge; and (iv) you understand that you may contact Our Customer Service Department at any time to ask questions about the dispute and the dispute process (including the ability to submit your dispute by telephone or regular mail).