

PT RESEARCH INC
83 Hanover St Manchester NH 03101 Phone: 866-737-2714
CLIENT USER AGREEMENT FOR SERVICE

Please read and complete this *Client User Agreement for Service* and fax or mail back to PT Research Inc. This agreement must be completed and signed before PT Research Inc can implement your screening program. Your program and all transactions between you and PT Research Inc are subject to the terms and conditions set forth below.

1. All information requested by Client is for Client's exclusive use. Client will take reasonable steps to ensure that all information provided by PT Research will be held in strict confidence and will be kept confidential, except to the extent that law requires disclosure to others. Only Client's designated representatives will request information on applicants for employment.
2. Client and specifically those employees of client having access to applicant information and consumer reports, should familiarize themselves with the Fair Credit Reporting Act (FCRA) and the limitations it places on the use of consumer reports and related information. The FCRA can be accessed from PT Research Inc's website (www.ptrionline.com).
3. Client must protect its On-Line Retrieval Site password so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post the information in any manner within your facility.
4. Payment must be made by Client within thirty (30) days of receipt of the billing invoice. Late payments will be assessed an interest charge of up to 2.0% per month, not to exceed the legal limits. If an account goes to collection, Client agrees to pay all expenses, including reasonable attorney fees.
5. PT Research Inc agrees to undertake information requests in as expeditious a manner as its resources and commitments permit. PT Research Inc also agrees to follow reasonable procedures to assure maximum possible accuracy of the information reported, and reinvestigate if requested by Client without further charge if the information was incorrect. PT Research Inc agrees to disclose, upon request from the subject of the report, the information reported, reinvestigate any disputed information at no charge to Client, and take any necessary corrective action.
6. PT Research Inc makes no representation, guarantee or warranty as to the accuracy of the information provided to Client. Information provided to Client will be obtained from various government sources and accurately transcribed in all material respects; however, PT Research Inc cannot guarantee the reliability of any informing source.
7. Client agrees to release PT Research Inc and its officers, agents, employees, and independent contractors, and any person or entity and its affiliates from which PT Research Inc obtained any information, from any liability for any negligence in connection with the preparation of any report for Client, and from any liability, cost or expense suffered by Client directly or indirectly from any such report.
8. Client certifies to PT Research Inc as follows:
 - (a) Prior to requesting the preparation of a consumer report for employment purposes from PT Research Inc regarding any person, Client will have:
 - (i) made a clear and conspicuous disclosure, in writing, to the person who is the subject of that request that a consumer report on that person would be obtained by Client for employment purposes,
 - (ii) made that disclosure to that person in a written document that consisted solely of that disclosure, and
 - (iii) obtained that person's authorization, in writing, to procure a consumer report about that person;
 - (b) Before taking any adverse action against a person based on whole or in part on any information provided by PT Research Inc in a consumer report about that person, Client will provide to that person a copy of the written report provided by PT Research Inc along with the Summary of Rights of that person under the FCRA; and (c) Information provided by PT Research Inc in a consumer report will not be used by Client in violation of any applicable Federal or State Equal Employment Opportunity law or regulation, and Client will comply with the FCRA and all other federal and applicable state and local credit reporting employment laws.
9. In addition to the certification made in 8 above, Client also certifies as follows with respect to each investigative consumer report (as that term is defined in the FCRA), which includes a consumer report in which any information is obtained about a person through any personal interviews requested by Client: (a) The written disclosure described in

8(a) above or another written disclosure delivered to that person (i) clearly and accurately disclosed that an investigative consumer report may be made on that person (ii) informed that person that he or she has a right to request in writing a complete and accurate disclosure of the nature and scope of the investigation requested by Client, and (iii) informed that person that he or she has a right to request a written summary of his or her rights under the FCRA; (b) upon written request made within a reasonable time, Client will in a timely manner provide that person with complete and accurate disclosure of the nature and scope of the investigation requested by Client; and (c) information from any consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

10. Client hereby agrees to indemnify, defend and hold harmless PT Research Inc and its officers, agents, employees and independent contractors from any liability, cost and expense any of them incur or any damages any of them suffering arising from Client's unauthorized use of data furnished by PT Research Inc, or from any breach of this agreement.

11. This agreement shall be governed by and construed in accordance with the laws of the State of NH, without reference to principles of conflicts of law. The parties to this agreement consent to jurisdiction and venue in a forum located in the State of NH, County of Hillsborough. Client agrees that any action or proceedings by Client arising out of transactions under this agreement shall be brought and conducted only in a forum located in the State of NH, County of Hillsborough. This agreement shall inure to the benefit of PT Research and Client and shall be the obligation of their successors and assigns. Client agrees not to assign its rights or obligations under this agreement without the prior written approval of PT Research Inc. Should any part of this agreement be declared void or otherwise unenforceable by a court of competent jurisdiction, such decision shall not affect the enforceability or effect of any other provision of this agreement.

The undersigned being duly authorized, hereby states that the terms and conditions set forth above are agreed to and acknowledged.

Company Name _____

Address City, State, Zip _____

Authorized By (please print) _____

Title _____

Phone Number _____

Signature and Date _____