



Effective Date: 8/1/19

Last Updated: 12/30/23

## Compliance Certification

This Compliance Certification is incorporated by reference into the Master Service Agreement (the "Agreement") between Foley Carrier Services, LLC, its direct and indirect subsidiaries, and any joint ventures into which any of the foregoing may enter and which are controlled by Foley Carrier Services, LLC (hereinafter "we," "us," "our," "Foley") and Customer ("Customer," "You," "Your," "End-User"). By accessing or using Foley's Services, You agree to be bound by the Compliance Certification terms.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS COMPLIANCE CERTIFICATION, YOU MAY NOT USE FOLEY SERVICES. These terms are subject to change by Foley without prior written notice at any time in Foley's sole discretion. However, Foley will use commercially reasonable efforts to provide notice to customers of material changes to these terms. Any changes to the Compliance Certification will be in effect as of the "Last Updated" referenced above and posted to the Foley website. You should review this Compliance Certification prior to purchasing any Services from Foley. You must agree to the terms outlined below before you can use the Services.

With respect to each Fair Credit Reporting Act, 15 U.S.C. Section 1681 et seq. ("FCRA") regulated Consumer Report (as that term is defined by the FCRA), that End-User orders and/or receives from Foley, End-User certifies to Foley as follows. **End-User hereby certifies, understands, and agrees that each time End-User orders a Consumer Report from Foley, End-User is reaffirming all of the following certifications:**

1. **Permissible Purpose.** End-User shall procure and use Consumer Reports only for the legally permissible employment purposes set forth in the Agreement and authorized by the FCRA. End-User certifies that it will procure and use Consumer Reports provided by Foley only for the legally permissible employment purposes set forth in the Agreement and authorized by the FCRA.
2. **Disclosure and Consent.** End-User certifies that it will not request a Consumer Report for Employment Purposes unless and until: (i) End-User has made a clear and conspicuous disclosure in writing to the Consumer, in a document that consists solely of the disclosure, that a Consumer Report may be obtained for employment purposes (and for California Candidates, the disclosure shall also include the name, address and telephone number of Foley, the nature and scope of the investigation requested, a summary of the provisions of Ca. Civil Code §1786.22, and otherwise comply with Ca. Civil Code §1786.16); and (ii) the Consumer has authorized in writing the procurement of the Consumer Report by End-User (and for CA, OK and MN Applicants and Employees, End-User shall provide the Applicant or Employee, by means of a check box, an option by which the Applicant or Employee may indicate on their written consent form that they wish to receive a copy of any Consumer Report that is prepared). End-User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
3. **Driving records.** This section only applies to Customer's using Foley's driver record services as outlined in the Schedule of Services of the Agreement. For drivers with a



Commercial Driver's License ("CDL"), Customer certifies that it will use all motor vehicle reports delivered to Customer by Foley for the following permitted use, and for no other purpose: For use by an employer or its agent or insurer to obtain or verify information that is related to a holder of a CDL as required under 49 CFR Part 383. For all motor vehicle report requests, Customer certifies: (i) that it has obtained express written authorization from the Consumer for driving records procured in furtherance of an employment purpose, which may include relevant medical and disability information; (ii) that when Customer requests motor vehicle reports from jurisdictions that require a State-specific form, Customer agrees that it shall sign a copy of the appropriate state form and return it to Foley; and (iii) that it shall at all times order, receive, disseminate and otherwise use the reports in compliance with all applicable federal, state and local statutes, rules, codes, and regulations, including but not limited to, the FCRA, the DPPA, and their state equivalents, including any changes, supplements or amendments to such statutes, rules, codes and regulations. Customer agrees that all original motor vehicle records provided to Customer by Foley which come from a United States department of motor vehicles shall continue to be owned by the respective State department of motor vehicles who delivered the original report to Foley or Foley's Supplier(s).

4. Pre-Adverse Action Disclosures. Before taking any adverse employment action based in whole or in part on a Consumer Report, End-User certifies and agrees that it will provide the consumer upon which the report is based with: (i) a copy of the Consumer Report for employment purposes; and (ii) a copy of the consumer's rights, in the format approved by the Federal Trade Commission, as prescribed under the FCRA §609 (Summary of Consumer Rights, a copy of which is currently available at: [https://files.consumerfinance.gov/f/documents/bcfc\\_consumer-rights-summary\\_2018-09.pdf](https://files.consumerfinance.gov/f/documents/bcfc_consumer-rights-summary_2018-09.pdf) and any other notices required by applicable laws.
5. Adverse Action Disclosures. After providing a consumer with a pre-adverse action disclosure described in paragraph 4 above (to the extent applicable), and after End-User has given the consumer a reasonable period of time, or any other period of time as required by applicable law, an opportunity to dispute the accuracy or completeness of the information contained in their Consumer Report, End-User will, if intending to take adverse action with respect to the Consumer based in whole or in part on information contained in the Consumer Report, send the Consumer a follow-up notification that the End-User is taking adverse action (e.g., denying employment or promotion) based in whole or in part on the information contained in the Consumer Report. Such notification must meet all applicable requirements set forth in the FCRA §615 and any other notices required by applicable Laws.
6. Investigative Consumer Reports. For each Investigative Consumer Report, as defined by the FCRA, End-User procures from Foley, End-User has complied with its obligations under the FCRA §606(a) and (b), including, without limitation, the following:
  - a) clearly and accurately disclosing to the Candidate that an Investigative Consumer Report including information as to the Candidate's character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure: (i) is made in writing mailed, or otherwise delivered, to the Candidate not later than three (3) days after the date on which the report was first requested; and (ii) includes a statement informing the Candidate of his or her right to request the additional disclosures provided for under the FCRA §606(b) as set forth in 6(b) below, and a written Summary of Consumer Rights; and



b) upon written request made by the Candidate within a reasonable period of time after the Candidate's receipt of the required disclosure referenced in paragraph 5(a) above, End-User will make a complete and accurate disclosure of the nature and scope of the investigation requested. The disclosure will be made in a writing mailed, or otherwise delivered, to the Candidate not later than five (5) days after the date on which the request for such disclosure was received from the Candidate, or such report was first requested, whichever is later.

7. Compliance with EEOC and Applicable Laws. End-User certifies to Foley and agrees that the information from the Consumer Report for employment purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation, or any other applicable federal or state law or regulation. Customer shall abide by, and shall cause its agents and affiliates to abide by, the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

8. Notice of Penalty under the FCRA. End-User understands the FCRA stipulates that anyone who knowingly and willfully obtains information on a consumer from a Consumer Reporting Agency under false pretenses shall be subject to fine and/or imprisonment. End-User acknowledges that End-User has received a copy of Summary of Your Rights Under the Fair Credit Reporting Act and Notice to Users of Consumer Reports: Obligations of Users Under the Fair Credit Reporting Act and agrees to the terms and conditions contained therein.

9. **Information Access & Security Requirements**

End-User acknowledges that End-User must protect the privacy of consumers. The following measures are designed to reduce unauthorized access of Consumer Reports. In accessing consumer information, End-User agrees to the following:

10. End-User shall protect its Foley account identification number(s) and password(s) ("Account IDs") so that only key End-User personnel with an authorized need-to-know this sensitive information are given the ability to order and access Consumer Reports. End-User shall not post or otherwise publicly display its Account IDs. End-User will not discuss Account IDs by telephone with any unknown caller, even if the caller claims to be an employee of End-User. If a person who knows the Account IDs leaves End-User's company or no longer needs to have access due to a change in duties, End-User shall immediately change such Account IDs.

a) If system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if an Account ID(s) has been compromised or believed to be compromised in any way, End-User will change affected passwords immediately.

b) End-User shall place all terminal devices or systems used to obtain Consumer Reports in a secure location within End-User's facility so that unauthorized persons cannot easily access them. After normal business hours or when left unattended, End-User shall turn off and/or lock all such devices or systems used to order and/or access Consumer Reports and applicant/employee information.



c) End-User shall secure hard copies and electronic files of Consumer Reports and Candidate personal information within End-User's facility so that only authorized personnel can access them.

d) End-User shall shred or otherwise permanently destroy all hard copy Consumer Reports and applicant/employee information when no longer needed and when applicable laws or hard copy regulation(s) permit destruction, to prevent the unauthorized access to and/or use of Candidate data and/or any other personally identifiable information of Candidates.

e) End-User shall erase and overwrite or scramble electronic files containing Consumer Reports and Candidate information when no longer needed and when applicable laws or regulation(s) permit destruction, to prevent the unauthorized access to and/or use of Candidate data and/or any other personally identifiable information of Candidates.

f) End-User shall make all appropriate End-User personnel aware that End-User and its authorized personnel shall: (i) order and use Consumer Reports only for the permissible purpose(s) set forth in the Agreement, (ii) access credit information only for the permissible purposes listed in the FCRA and (iii) not order or access their own reports nor order or access the report of a family member or friend unless it is approved for the permissible purposes authorized in, and conducted in accordance with this Agreement.

10. INDEMNIFICATION. END-USER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS FOLEY, ITS AFFILIATED PERSONS, AND FOLEY'S VENDORS AGAINST ANY CLAIMS OR LOSSES DUE TO OR ARISING OUT OF FAILURE BY CUSTOMER TO OBTAIN ANY CONSENT OR AUTHORIZATION AS MAY BE REQUIRED FROM ANY LOCAL, STATE, OR FEDERAL GOVERNMENT OR OTHER REGULATORY BODY FOR USE OF FOLEY'S SERVICES; AND FROM ANY BREACH OF THIS COMPLIANCE CERTIFICATION, OR ACTIONS OR OMISSIONS BY END-USER' OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES DEEMED IN VIOLATION OF THIS COMPLIANCE CERTIFICATION, OR OTHERWISE UNLAWFUL OR PROHIBITED BY THE PROVISIONS OF THE FCRA, THE DPPA, OR ANY OTHER APPLICABLE LAW.

11. I acknowledge and understand that as an authorized representative of End-User, I am authorized to request and receive Consumer Reports from Foley on behalf of End-User. I further agree not to obtain Consumer Reports on myself, associates, or any other person, except in the exercise of my official duties as an authorized agent of End-User. I hereby acknowledge that I have read, understood, and will comply with the FCRA, this Compliance Certification and the underlying Agreement.

12. No Legal Advice. Customer certifies that it understands, acknowledges, and agrees that sample forms, sample disclosures and authorizations, sample letters, draft drug testing policies, or any other information provided to Customer by Foley are provided for informational purposes only and shall not be construed as legal advice under any circumstance. Although Foley assists customers with their compliance needs, Foley will bear no responsibility for Customer's own violations of the FCRA, DPPA (or any similar state or local laws or regulations) or any employment laws or regulations. Customer should fully understand its obligations under these Laws, should not rely on Foley for complying with same, and should always seek advice of its legal counsel for any needed legal advice regarding compliance of these Laws.