

## Addendum to SMS Service Agreement Consumer Credit Reports

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Date Established: \_\_\_\_\_

Federal Tax ID# (Corporations): \_\_\_\_\_ SSN (Sole Proprietor): \_\_\_\_\_

Is the company engaged in the underwriting of insurance? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Is the company licensed or providing service as an attorney or detective agency? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, indicate which: \_\_\_\_\_

Does the company intend to resell or release information from the credit report to a third party? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Will or does the company provide credit repair or credit counseling services for a fee? Yes: \_\_\_\_\_ No: \_\_\_\_\_

1. SMS has access to consumer reports from one or more consumer credit reporting agencies.
2. Subscriber is a \_\_\_\_\_ and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
3. Subscriber shall request Consumer Reports for Employment Purposes pursuant to procedures prescribed by SMS from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee and for no other purpose.
4. Subscriber certifies that it will not request a Consumer Report for Employment Purposes unless:
  - A. A clear and conspicuous disclosure is first made, in writing, to the consumer that a consumer report may be obtained for employment purposes and that the disclosure is a document that consists solely of the disclosure;
  - B. The consumer has authorized, in writing, the procurement of the report; and
  - C. Information contained in the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
5. Subscriber further certifies that, before taking adverse action based in whole or in part on information contained in the Consumer Report for Employment Purposes, it will provide the consumer:
  - A. A copy of the Consumer Report for Employment Purposes; and
  - B. A copy of the consumer's rights, in the format approved by the FTC, which shall be provided by SMS.
6. Subscriber agrees that it shall use Consumer Reports for Employment Purposes for one-time use only, to hold the report in strict confidence and not to disclose it to any third party not involved in the current employment decision.
7. Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
8. With just cause such as delinquency, violation of the terms of this agreement or negligence in fulfilling a legal requirement, SMS may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

By signing below, I certify that all information above is true and correct, that I understand the requirements outlined above and that all prescribed procedures will be followed.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_