



**FEDERAL REQUIREMENT: SEPARATE, SINGLE-PAGE, WRITTEN
DISCLOSURE TO CONSUMER AND AUTHORIZATION BY CONSUMER
FOR PROCUREMENT OF INVESTIGATIVE CONSUMER REPORT INFORMATION
THROUGH A CREDIT REPORTING AGENCY**

1. **CLEAR, ACCURATE AND CONSPICUOUS DISCLOSURE** pursuant to the Federal Credit Reporting Act 15 U.S.C. Section 604 (b)(2)(A)(i):

TO THE CONSUMER: I am a consumer and understand that this document represents formal notice to me that my employer shall obtain investigative consumer reports (background investigation information) for security purposes and/or employment purposes through CrimShield, Inc., a credit reporting agency.

2. **AUTHORIZATION** pursuant to the Federal Credit Reporting Act 15 U.S.C. Section 604 (b)(2)(A)(ii):

- A. Now, and at any time while I am in the employ of my employer, I authorize CrimShield, Inc., and its agents, to obtain any information they request to complete a background investigation including, but not limited to, character; general reputation; history of payments; driving record; drug screenings; credit bureau reports from any credit reporting agency; workman comp claims; social security number, addresses and date of birth verifications; judgments; criminal history; public records; social records; private records; evictions and any and all information about me that CrimShield may discover.
- B. I authorize CrimShield, Inc. to release the results of my background investigation (my investigative consumer report) to my employer; to any company where I may transfer after I sign a transfer form, and; to any person, company or entity with whom my employer(s) contracts or associates in the performance of demonstrations, sales, marketing, groundwork, installation, service for or to a customer, or for the delivery of any other service or product.

Applicant Signature

Date



SEPARATE AND ADDITIONAL DISCLOSURES, AUTHORIZATIONS, UNDERSTANDINGS AND AGREEMENTS WITH CONSUMER OR APPLICANT

I request CrimShield, Inc., (hereinafter referred to as "CRIM") to perform a security clearance background investigation on me (now, and if for employment purposes, at any time while I am in the employ of my employer), which investigation(s) may include, but not limited to, information about identity, criminal history, social media, motor vehicle/driving record, character, reputation, social security, birth, immigration status, personal description, credit worthiness and drug screening research.

I understand that I must pass the applicable Security Clearance criteria in order to receive a Security Clearance Card. I understand that CRIM and CRIM's agents will be performing the investigation and may be issuing a Security Clearance Card based on CRIM's criteria; the criteria of my employer, or; the criteria of my employer's client(s) for security purposes to determine whether I qualify to have access to my employer's clients' customers or facilities.

I authorize and direct any and all governmental agencies, private entities, companies and/or individuals to release any and all information relating to me to CRIM or CRIM's agents. I understand that CRIM may need a copy of my social security card, driver license or other personal documentation to complete its investigation and I agree to fully cooperate with CRIM to assist CRIM to complete my investigation.

I understand and agree that the CrimShield "Security Clearance Card" Certification belongs solely to CRIM and that CRIM has the absolute right to not issue a CrimShield Security Clearance Card to me at CRIM's sole discretion. I understand that the CrimShield Security Clearance Card is the property of CRIM. I also understand that if I pass the applicable criteria that CRIM may grant me an "at will", revocable license to wear and use the CrimShield Security Clearance Card. If I am granted a revocable license I agree that if my CrimShield Security Clearance Card is terminated for any reason that I must and will immediately return the CrimShield Security Clearance Card to my former employer if I received CrimShield Security Clearance Card for employment purposes or to CRIM if I received it only for Security Purposes. I understand that if I fail to immediately return the CrimShield Security Clearance Card upon termination as indicated above that failure to do so will be considered felony theft as the value of the CrimShield Security Clearance Card well exceeds one thousand dollars (\$1,000.00) and that prosecution will be initiated. Lastly, I understand that no further notice is required before theft charges can be pursued.

I understand and agree that the CrimShield Security Clearance Card incorporates the name of CrimShield, Inc. and is the sole property of CrimShield, Inc. I understand that CRIM has the right to protect its good name and reputation, regardless of any other factors. I further understand that CRIM does not discriminate on the basis of race, color, National origin, familial status, military service, religion or creed, sexual orientation, age, gender, or disabilities.

I agree, to the extent not prohibited by any applicable law, to have any claim, dispute or controversy arising out of any investigation by CRIM be decided by arbitration and I waive any right to a jury trial or trial by a judge. I also waive the right to appeal. I agree that Mesa, Arizona is the exclusive venue and jurisdiction for arbitration. I also irrevocably waive any right to join claims with those of others in any form of class action or similar procedure; and any claim that I may bring shall only be asserted individually. I agree that any cause of action must be filed within one calendar year from the time any claim or cause of action arises, or forever be barred. Notwithstanding anything I agree to in this paragraph, if there is any clause in the Federal Fair Credit Reporting Act, in the applicable State Fair Credit Reporting Act, or in any other applicable law, that prohibits such an agreement or any provision of this paragraph, then that applicable act or law shall govern any prohibited issue in this paragraph and nothing in this paragraph shall viewed as or considered a violation of any provision of any Fair Credit Reporting Act or any other law.

CRIM will only reveal as much of my personal information as needed to obtain information requested and authorized for release by me for its investigation, and CRIM will only reveal such information and the results of my investigation internally, on a "need to know" basis.

Furthermore, I direct CRIM to determine if I qualify for a CrimShield Security Clearance Card based on the applicable criteria and I direct CRIM to share the analysis and results of my investigation with my employer and with any person, company or entity with whom my employer may contract or associate with regarding my services in performing demonstrations, sales, marketing, groundwork, installation or service. Also, I agree that CRIM may share my information and report with any police agency or court, if so requested by the same. CRIM shall not sell any information about me.



CRIM does not maintain an actively updated file on any individual who has had a background investigation performed. Each investigation is conducted at the time it is ordered and only the results of that investigation stored. I understand that I am entitled to a copy of the background investigation report by requesting a copy in writing to: CrimShield, Inc. P.O. Box 5960, Mesa AZ. 85211.

I acknowledge receipt of a written summary of my rights pursuant to the FCRA 15 U.S.C 1681 relating to credit reporting information.

I certify and warrant that all the information contained in this application is true and correct and that my CrimShield Security Clearance Card may be terminated for any false, misleading, omitted or fraudulent information provided by me to my employer, to CRIM, to any entity for whom I seek a security clearance; or for any reason deemed appropriate by CRIM, my employer or my employer's client(s).

Drug Screening Policies, when applicable:

I understand that if a drug screen is required for my employer or for my employer's client(s) for security purposes for me to have access to my employer's clients' customers or facilities and I fail the drug screen, or have previously failed any drug screen for one year prior to the date of this authorization, I understand that I am prohibited from having access to my client's clients' customers or facilities for one year from the date of any failed drug screen. Furthermore, I understand that I shall not be eligible for a CrimShield Security Clearance Card during that year period.

A drug screen failure includes, but is not limited to: The specimen was positive for prohibited drugs; The specimen provided to the lab is outside of the temperature parameters for the lab; The applicant fails to produce a specimen after signing in at the lab; The applicant signs in, but fails to provide a testable specimen before leaving the lab, or; If there is any indication of tampering or fraud regarding the specimen or the applicant.

The Following Information is REQUIRED:

FULL LEGAL NAME:

First: _____ Middle: _____ Last: _____

Address: _____ City: _____ State: _____ Zip: _____

(Used for identification purpose only) S.S. # _____ D.O.B. _____

Email Address: _____ Phone: _____

Driver's License #: _____ State of issuance: _____

Former Address: _____ City: _____ State: _____ Zip: _____

I authorize CrimShield to investigate my background and attest that the personal information I have provided above is current and accurate. Any falsified information may result in a CrimShield Certification being withheld.

Applicant Signature **Date** **Phone Number**

IF FOR EMPLOYMENT PURPOSES: For CA, MN, OK Residents Only: Please provide me with a copy of my background report: Yes: [] No: []

For CA residents: Under section 1762.22 of the California Civil Code, you may view the report processed by CrimShield, Inc. You may obtain a copy of your report by sending your request in writing to the address above. If you have questions about your report, contact our customer service representatives at 1-888-422-2547.

Applicants Copy

NOTICE OF CONSUMER RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

A Summary of Your Rights under the Fair Credit Reporting Act

The Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as where you work and live, if you pay your bills on time, and whether you've been sued, arrested, or filed for bankruptcy -- to creditors, employers, and other businesses. The FCRA gives you specific rights in dealing with CRAs, and requires them to provide you with a summary of these rights as listed below. You can find the complete text of the FCRA, 15 U.S.C. 1681 et seq., at the Federal Trade Commission's web site (<http://www.ftc.gov>).

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must give you the name, address, and phone number of the CRA that provided the report.
- **You can find out what is in your file.** A CRA must give you all the information in your file, and a list of everyone who has requested it recently. However, you are not entitled to a "risk score" or a "credit score" that is based on information in your file. There is no charge for the report if your application was denied because of information supplied by the CRA, and if you request the report within 60 days of receiving the denial notice. You are also entitled to one free report a year if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you a fee of up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the items (usually within 30 days) unless your dispute is frivolous. The CRA must pass along to its source all relevant information you provided. The CRA also must supply you with written results of the investigation and a copy of your report, if it has changed. If an item is altered or deleted because you dispute it, the CRA cannot place it back in your file unless the source of the information verifies its accuracy and completeness, and the CRA provides you a written notice that includes the name, address and phone number of the source.
- **Inaccurate information must be deleted.** A CRA must remove inaccurate information from its files, usually within 30 days after you dispute its accuracy. The largest credit bureaus must notify other national CRAs if items are altered or deleted. **However, the CRA is not required to remove data from your file that is accurate unless it is outdated or cannot be verified.**
- **You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, they may not continue to report it if it is in fact an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to those who have a need recognized by the FCRA -- usually to consider an application you have submitted to a creditor, insurer, employer, landlord, or other business.



- **Your consent is required for reports that are provided to employers or that contain medical information.** A CRA may not report to your employer, or prospective employer, about you without your written consent. A CRA may not divulge medical information about you without your permission.
- **You can stop a CRA from including you on lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free number for you to call and tell the CRA if you want your name and address excluded from future lists or offers. If you notify the CRA through the toll-free number, it must keep you off the lists for two years. If you request and complete the CRA form provided for this purpose, you can have your name and address removed indefinitely.
- **You may seek damages from violators.** You may sue a CRA or other party in state or federal court for violations of the FCRA. If you win, the defendant may have to pay damages and reimburse you for attorney fees. If you lose and the court specifically finds you sued in bad faith, you or your attorney may have to pay the defendant's fees.

You may have additional rights under state law. You may wish to contact a state or local consumer protection agency or a state attorney general to learn those rights. If you have questions or believe your file contains errors, call our toll-free number. The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING:

CRAs, creditors and others not listed below

National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)

Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)

Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)

Federal credit unions (words "Federal Credit Union" appear in institution's name)

Banks that are state-chartered, or are not Federal Reserve System members

Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission

Activities subject to the Packers and Stockyards Act, 1921

PLEASE CONTACT:

Federal Trade Commission Bureau of Consumer Protection - FCRA Washington, DC 20580 * 202-326-3761

Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 * 800-613-6743

Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 * 202-452-3693

Office of Thrift Supervision Consumer Programs Washington, DC 20552 * 800-842-6929

National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 * 703-518-6360

Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 * 800-934-FDIC

Department of Transportation Office of Financial Management Washington, DC 20590 * 202-366-1306

Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 * 202-720-7051