

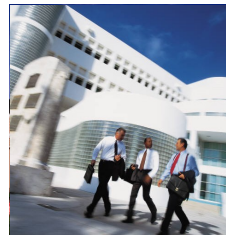


EMPLOYEE SCREENING

FCRA Employer Registration Packet

Know your applicant before you hire™

- ✓ **Free Membership for Life**
- ✓ **Site Inspection Required**
- ✓ **Must Operate from a Commercial Location**



Note: This packet is intended for Employers who meet the latest requirements established by the major credit bureaus which includes operating from a commercial location.

**Receive full access to an employee credit report in real time. Employers who satisfy the requirements of the FCRA (Fair Credit Reporting Act) and the major credit bureaus may be eligible to access www.AmerUSA.com around the clock.*

All other searches such as Criminal Records, SSN Verification, DMV Records, Bankruptcy Filings, Civil Judgments and Eviction Records will be delivered within their published timeframes.



INSTRUCTIONS

FCRA Employer Registration Instructions

*All forms must be initialed and signed where instructed.
You may print and fax or scan and upload your documents.*

Step 1 **FCRA Employer Registration Form**: Complete this form in its entirety (7 pages), use it as your FAX cover and initial each page.

Step 2 **Banking and Trade References**: At least one banking and one trade reference is required to corroborate the nature of your business.

Step 3 **FCRA Summary of Rights**: You must provide every applicant with a copy of the FCRA Summary of Rights. This is an example. Any current version is acceptable from the Federal Trade Commission.

Step 4 **Letter of Intent**: Use your company letterhead, sign and include....

- 1) Nature of business
- 2) Intended use of credit reports
- 3) Monthly volume
- 4) Type of access (local, regional or national)

Step 5 **Business Documents/Agreements**: The following must be included.

- 1) Copy of your Articles of Incorporation (corporations only)
- 2) Copy of your Business License
- 3) Copy of your phone bill (only required if not listed in the 411 directory)

For businesses less than 1 year old, add...

- 4) Copy of 2 months most recent bank account statements
- 5) Copy of Lease agreement or proof of building ownership

Finish Fax all documents to **727.725.8600** or you may upload a PDF version of scanned documents using our secure contact form located at **AmerUSA.com/contact-us**



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3665 East Bay Drive #204-183
Largo, Florida 33771
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Step 1a

FCRA Employer Registration

REGISTRATION TURNAROUND: Our hours are Monday-Friday 9am-5pm EST. It may take 3-5 business days to process your registration unless you are exempt from inspection. Access to all services, except credit reports, are available right away as you wait to have your account set up. Contact customer service for instructions on how to screen using these other services.

Employer Information

First Name: _____ Last Name: _____

Company Name: _____ (if applicable)

DBA Name: _____ (if applicable)

Class (✓ check one): Sole Proprietor/Partnership/LLP Corporation/LLC Government

Type of Business: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____

Phone: (____)____-____ Cell: (____)____-____ Fax: (____)____-____

Email Address: _____@____.____

Website URL http://_____

EIN/TAX ID (Required for Corporations/LLCs/Government Agencies): _____-_____

Business Ownership Information Required for Sole Proprietors/Partnerships/LLPs:

Note: The federally regulated credit bureaus require Sole Proprietors and Partners to have their personal credit report(s) pulled and reviewed for SSN verification, fraud risk and identity theft. If you do not wish to have your credit report pulled, then do not submit this registration; you must register for a standard account instead.

Owner Name: _____ SSN: _____-____-____

Home Address: _____

City: _____ State: _____ Zip Code: _____

Owner Name: _____ SSN: _____-____-____

Home Address: _____

City: _____ State: _____ Zip Code: _____



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Step 1b

Employer Requirements

Employer ("End User") is a legal business entity and has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA").

1. End User is a type of business as disclosed on Step 1a, Page 1 of this FCRA Employer Registration 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").
2. End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller 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.
3. End User 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 by End User before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes;
 - b. The consumer has authorized in writing the procurement of the report; and
 - c. 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.
4. End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:
 - 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 Federal Trade Commission.
5. End User shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.
6. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
7. With just cause, such as violation of the terms of End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

Compliance and Auditing

Employer hereby agrees to comply with all policies and procedures instituted by AMERUSA and required by AMERUSA's consumer reporting vendor. AMERUSA will give Employer as much notice as possible prior to the effective date of any such new policies required in the future, but do not guarantee that reasonable notice will be possible. Employer may terminate this agreement at any time after notification of a change in policy in the event Employer deems such compliance is not within its best interest.

Employer agrees that AMERUSA's consumer reporting vendor shall have the right to audit records of Employer that are relevant to the provision of services set forth in this Agreement. AMERUSA will monitor Employer's permissible uses of the information. Employer further agrees that it will respond within the requested time frame indicated for information requested by AMRUSA's consumer reporting vendor regarding information provided by such vendor. Employer understands that such vendor may suspend or terminate access to the vendor's information in the event Employer does not cooperate with any such an investigation.

Employer agrees that AMERUSA may monitor Employer on an ongoing basis to determine Employer's compliance with applicable law and the provisions of this Agreement. In the event AMERUSA determines that Employer is not in compliance with applicable law or this Agreement, Employer may immediately discontinue services under this Agreement. Employer shall remain responsible for the payment for any services provided to Employer by AMERUSA prior to any such discontinuance.



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Step 1c

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. This first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet web site (<http://www.ftc.gov>).

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 of the FCRA contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. *Section 604(a)(1)*
- As instructed by the consumer in writing. *Section 604(a)(2)*
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. *Section 604(a)(3)(A)*
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. *Sections 604(a)(3)(B) and 604(b)*
- For the underwriting of insurance as a result of an application from a consumer. *Section 604(a)(3)(C)*
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. *Section 604(a)(3)(F)(i)*
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. *Section 604(a)(3)(F)(ii)*
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. *Section 604(a)(3)(D)*
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. *Section 604(a)(3)(E)*
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. *Sections 604(a)(4) and 604(a)(5)*

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making unsolicited offers of credit or insurance. The particular obligations of users of this "prescreened" information are described in Section V below.

B. Users Must Provide Certifications

Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA (by a general or specific certification, as appropriate) the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.



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Step 1c

(continued)

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603 of the FCRA. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact -- such as unfavorably changing credit or contract terms or conditions, denying or canceling credit or insurance, offering credit on less favorable terms than requested, or denying employment or promotion.

1. Adverse Actions Based on Information Obtained From a CRA

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer requests the report within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) of the FCRA requires that the user clearly and accurately disclose to the consumer his or her right to obtain disclosure of the nature of the information that was relied upon by making a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notification must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b)(2).)

II. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain prior written authorization from the consumer.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

Before taking an adverse action, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b)(1)(B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.)



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Step 1c
(continued)

III. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 of the FCRA requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and must include the summary of consumer rights required by Section 609 of the FCRA. (The user should be able to obtain a copy of the notice of consumer rights from the CRA that provided the consumer report.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation that was requested. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

IV. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION

Section 604(g) of the FCRA prohibits consumer reporting agencies from providing consumer reports that contain medical information for employment purposes, or in connection with credit or insurance transactions, without the specific prior consent of the consumer who is the subject of the report. In the case of medical information being sought for employment purposes, the consumer must explicitly consent to the release of the medical information in addition to authorizing the obtaining of a consumer report generally.

V. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. *Sections 603(f), 604(c), 604(e), and 615(d)* This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. This statement must include the address and toll-free telephone number of the appropriate notification system.



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Step 1c

(continued)

VI. OBLIGATIONS OF RESELLERS

Section 607(e) of the FCRA requires any person who obtains a consumer report for resale to take the following steps:

Disclose the identity of the end-user to the source CRA.

Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.

Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:

- (1) the identity of all end-users;
- (2) certifications from all users of each purpose for which reports will be used; and
- (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller.
Resellers must make reasonable efforts to verify this information before selling the report.

VII. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. *Sections 616, 617, and 621.* In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. *Section 619*



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Step 1d

Site Inspection

The federally regulated credit bureaus require a site inspection to be performed at the principal place of business. The purpose of this site inspection is to verify that your business facility is commensurate with the size and type of business listed on your Registration Form, Letter of Intent and the identification and certifications made by the individual or business.

The site inspection is typically a one-time process unless your physical business address changes or a physical audit becomes necessary as determined by AmerUSA or the consumer credit reporting agencies. The fee for this site inspection is \$75.00 and is non-refundable. Your credit card will be charged by AmerUSA upon submission of your Registration Form. The site inspection is then conducted by a credit reporting agency approved vendor.

Compliance Billing

In order to maintain consumer security and credit bureau compliance, \$5 is billed monthly to all professional accounts.

Credit Card Billing Information (Visa or MasterCard ONLY)

We DO NOT accept American Express or Discover

While there are no membership or registration fees, AmerUSA keeps your billing information on file to ensure you can use our services without interruption. Your credit card will be charged only when you place an order or require a site inspection.

Account Number: _____ - _____ - _____ - _____ Exp Date: ____/____ (mm/yy)

Individual's Name on Account: _____ CVV: ____ (3 digit code on back)

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Service Agreement

I hereby agree to all terms and conditions stated in this FCRA Employer Registration (Step 1a-1d, Pages 1-7) in which I am identified as "Employer" and "End User". I hereby grant AmerUSA the right to verify all information provided including, but not limited to, banking and trade references and my personal credit history if I am a sole proprietor or a general partner. I also grant permission to charge the above referenced credit card (or any other credit card I may provide in writing, online or by telephone) for each applicant inquiry I (or my authorized persons) submit and for any other fees relevant to my account. I understand that I am responsible for checking the current pricing, service agreement and policy on all products and services located at www.AmerUSA.com or by contacting customer service by telephone before placing any order. I acknowledge AmerUSA reserves the right to cancel this agreement at any time and for any reason and has the right to assign this agreement to another reseller approved by the consumer credit reporting agencies.

Employer's Signature: _____ Date: _____

Print Name: _____ Title: _____

Cardholder's Signature: _____ (if different from Employer)





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Step 2

Banking and Trade References

BANK REFERENCE (Business Checking or Savings)

Name on Account (business name) _____
Bank Name _____ Contact _____
Address, City, State, & Zip Code _____
Phone _____ Acct # _____

TRADE REFERENCES (No Utility Accounts or Personal References)

Please list up to three business references who can verify the nature of your company's business.

1. Company Name _____ Contact _____
Address, City, State, & Zip Code _____
Phone _____ Acct # _____

2. Company Name _____ Contact _____
Address, City, State, & Zip Code _____
Phone _____ Acct # _____

3. Company Name _____ Contact _____
Address, City, State, & Zip Code _____
Phone _____ Acct # _____

AmerUSA use only

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



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Step 3

FCRA Summary of Rights

A Summary of Your Rights - Under the Fair Credit Reporting Act

The federal 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 if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. §§1681-1681u, by visiting www.ftc.gov. The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **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 tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request 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 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 investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **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, it may not continue to report the information 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 people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA 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 phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

FOR QUESTIONS OR CONCERNS PLEASE CONTACT

Federal Trade Commission
Consumer Response Center- FCRA
Washington, DC 20580 * 202-326-3761



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Step 4

Letter of Intent

(This page serves as a reminder to include a Letter of Intent on your company letterhead.)



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Step 5

Business Documents/Agreements

(This page serves as a reminder to include all applicable Business Documents/Agreements.)