

## Terms and Conditions of End User Agreement

**Service of Process Fees and Levels of Service:** *Service Fees include up to 3 attempts at a single address. If the address is deemed to be no longer good, is vacant, does not exist, or the service is cancelled after an attempt has been made, the service fee will be satisfied and no further attempts will be made. New addresses are charged a new service fee SEE Rate Sheet.* Client agrees to the terms and conditions. Payment is due in advance on first-time clients. Once purchasing your service other charges may apply. 4.2% Merchant Service Fee for all credit cards transactions. The client agrees to a late fee of \$25.00 and an interest rate of 1.5%. Liability is limited to \$250.00 per order. The customer agrees that, should any disputes arise related to the services provided, the venue shall be in Shasta County, California. Prices may vary according to difficulty and/or your special needs.

- **Standard Service:** Standard service means that our Process Server will make the FIRST attempt within 3 (72 Hours) business days of receiving service of process in California and we will continue to make at least one attempt or more every 3-7 days up to 3 attempts.
- **Urgent (RUSH) Service:** Urgent service means that our Process Server will make the FIRST attempt within 2 (48 Hours) business days, if received by the cut off time, otherwise an attempt will be made the next day. We continue to make at least one attempt everyday up to 3 attempts. (Geographic Restrictions Apply)
- **Same Day Service:** On Demand is used when a service attempt is needed same day and the order is placed after the cut off time or if a service needs to be attempted within a few hours. We continue to make at least one attempt everyday up to 3 attempts. (Geographic Restrictions Apply)

## General on Background and Private Investigations

Private Investigations services will be under a contractual agreement posted on the Private Investigators page between Delta Hawk Protective Agency and Investigations and the Client.

Delta Hawk Protective Agency and Investigations strives to deliver accurate and timely information products to assist your company (hereinafter "Client") in making intelligent decisions for a permissible purpose under applicable law. To this end, Delta Hawk Protective Agency and Investigations assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. Please understand that these information sources and resources are not maintained by Delta Hawk Protective Agency and Investigations. Therefore, it cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, Delta Hawk Protective Agency and Investigations has in place procedures designed to

respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

#### Client's Certification of FCRA Permissible Purpose(s)

Client certifies that all of its orders for information products from Delta Hawk Protective Agency and Investigations shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., permissible purposes only:

Section 604(a)(1). As ordered by a court or federal grand jury subpoena.

Section 604(a)(2). As instructed by the consumer in writing.

Section 604(a)(3)(A). 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)(B). For employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.

Section 604(a)(3)(C). For the underwriting of insurance as a result of an application from the consumer.

Section 604 (a)(3)(D). 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)(E). For use by a potential investor or servicer, or current insurer, in evaluating and/or assessing the credit or prepayment risk associated with an existing credit obligation.

Section 604(a)(3)(F)(i). Where there is a legitimate business need, in connection with a business transaction that is initiated by the consumer.

Section 604(a)(3)(F)(ii). To review a consumer's account to determine whether the consumer continues to meet the terms of the account.

Section 604(a)(4) or (5). For use by state and/or local officials in connection with the determination of child support payments, or modifications and enforcement thereof.

#### Client's Certification of Legal Compliance

Client certifies to Delta Hawk Protective Agency and Investigations that the information products it receives will not be used in violation of any applicable federal or state laws. Client accepts full responsibility for using the information products it receives from Delta Hawk Protective Agency and Investigations in a legally acceptable fashion and the

consequences of use and/or dissemination of those products. Client further agrees to put into place reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. Client agrees to take precautionary measures to protect the security and dissemination of this information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of hard copy reports. Client agrees to abide by the security requirements listed in the Access Security Requirements attached to this Agreement as Addendum A, and incorporated fully herein. Likewise, as a condition of your entering into this Agreement, you will be required to certify that Client also has in place reasonable procedures designed to comply with all applicable state and federal laws. You also will be required to certify that Client will retain any information it receives from Delta Hawk Protective Agency and Investigations for a period of five years from the date the report was received.

#### A. When Information Products are Used for Employment Purposes

If the information products Client obtains from Delta Hawk Protective Agency and Investigations are to be used for an employment purpose, Client certifies that prior to obtaining or causing a “consumer report” and/or “investigative consumer report” to be obtained, a clear and conspicuous disclosure, in a document consisting solely of the disclosure, will be made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. This disclosure will satisfy all requirements identified in Section 606(a)(1) of the FCRA as well as any applicable state or local laws. The consumer will have authorized, in writing, the obtaining of the report by Client.

If the consumer is denied employment, or other adverse employment action taken based in whole or in part on the information products provided by Delta Hawk Protective Agency and Investigations, Client will provide to the consumer: (1) a copy of the report; and (2) a description, in writing, of the rights of the consumer entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act” and (3) the pre-adverse and adverse notifications as contemplated in the FCRA. Client hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of User Responsibility (16 C.F.R. Part 601, Appendix C).

#### B. Investigative Consumer Reports

If the consumer makes a written request within a reasonable amount of time, Client will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) Delta Hawk Protective Agency and Investigations contact information, including complete address and telephone number as indicated at the end of this Agreement. This information will be provided no later than five days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

## Additional Requirements for Moving Violation Reports (MVRs) and Driving Records

Client hereby certifies that Moving Violation Reports and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act (“DPPA”, at 18 U.S.C. § 2721 et seq.) and any related state laws. Client further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain “driving records,” evidence of which may be requested by, and transmitted to Delta Hawk Protective Agency and Investigations in the form of the consumer’s signed release authorization form. Client also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver’s license or to verify information provided by an applicant or employee. Client shall not transmit any data contained in the resulting MVR via the public internet, electronic mail, or other unsecured means.

## General Provisions

Client agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law or when authorized by the consumer in writing. Client may not assign or transfer this Agreement without the prior written consent of Delta Hawk Protective Agency and Investigations. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, California law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in California, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of Client and an officer of Delta Hawk Protective Agency and Investigations. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

If Client is permitted to request consumer reports for employment purposes via Delta Hawk Protective Agency and Investigations’ website then, in addition to all other obligations, Client agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use Client’s Internet access to obtain reports for improper, illegal, or unauthorized purposes. Client agrees to allow Delta Hawk Protective Agency and Investigations to audit its records at any time, upon reasonable notice given. Violations discovered by Delta Hawk Protective

Agency and Investigations may result in immediate termination of the account, legal action, and/or referral to federal or state regulatory agencies.

### Fees and Payment

Client agrees to pay nonrefundable fees and other charges for Delta Hawk Protective Agency and Investigations background check services. Full payment must be made in advance or on a Client Contract net 30 day. At Delta Hawk Protective Agency and Investigations option, payments not received thirty (30) days after the date of the invoice will cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with Delta Hawk Protective Agency and Investigations' Accounts Payable Department. Accounts with invoices unpaid (90) days or more will be assessed an interest charge of 1 ½ % per month, as allowed by applicable law. If the account goes to collection, Client agrees to pay all collection expenses, including attorneys' fees and court costs. Client agrees that providing credit card information and submitting it electronically to Delta Hawk Protective Agency and Investigations represents a legal authorization to debit the card for the orders placed or for non-payment per the 30 day terms. Client agrees that prices for services are subject to change without notice, although Delta Hawk Protective Agency and Investigations will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by Delta Hawk Protective Agency and Investigations.

### Warranties and Remedies

Client understands that Delta Hawk Protective Agency and Investigations obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to Client "AS IS". Delta Hawk Protective Agency and Investigations makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet Client's needs, or will be provided on an uninterrupted basis; Delta Hawk Protective Agency and Investigations expressly disclaims any and all such representations and warranties. Delta Hawk Protective Agency and Investigations will not be liable for any indirect, incidental, consequential, or special damages for loss of profits, whether incurred as a result of negligence or otherwise, even if Delta Hawk Protective Agency and Investigations has been advised of the possibility of such damages. Client agrees to indemnify and hold harmless Delta Hawk Protective Agency and Investigations, its successors and assigns, officers, directors, employees, agents and suppliers from any and all claims, actions or liabilities arising from or with respect to information products provided by it. Delta Hawk Protective Agency and Investigations nevertheless agrees to be responsible for actual damages to the extent of and maximum stated herein for third party claims directly resulting from Delta Hawk Protective Agency and Investigations' sole

negligence in assembling the consumer report. Delta Hawk Protective Agency and Investigations' maximum aggregate liability for damages in this regard shall not exceed an amount equal to the price paid by Client to Delta Hawk Protective Agency and Investigations for the consumer report(s) at issue. Delta Hawk Protective Agency and Investigations does not guarantee Client's compliance with all applicable laws in its use of reported information, and makes no effort to provide compliance related services in connection with its furnishing of reports. Client understands that any conversation or communication with Delta Hawk Protective Agency and Investigations representatives regarding searches, verifications or other services offered by Delta Hawk Protective Agency and Investigations are not to be considered a legal opinion regarding its use. Client agrees that it will consult with its own legal or other counsel regarding the legality of using or relying on reported information in making employment decisions.

#### Term and Termination

The term of this Agreement shall begin on the date it is executed by Client and will continue for a period of one (1) year from that date, unless earlier terminated in writing. This Agreement will renew automatically for successive one (1) year periods unless either party gives written notice to the other party of its intent to terminate the Agreement. Such notice of intent to terminate must be given no less than thirty (30) days prior to the proposed termination date. Delta Hawk Protective Agency and Investigations may terminate or revise the provisions of this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. Termination of this Agreement by either party does not release Client from its obligation to pay for services rendered.

#### Force Majeure

User agrees that Delta Hawk Protective Agency and Investigations is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent Delta Hawk Protective Agency and Investigations from meeting its obligations under this Agreement.

#### Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individual accepting and executing this document represent that he or she is authorized to do so.

In accordance with the Electronic Signatures Act, which became effective October 1st 2000, placing a check mark in the box beside the statement "I agree to Delta Hawk Protective Agency and Investigations Terms and Conditions" is the equivalent of your personal signature, indicating acceptance of Delta Hawk Protective Agency and Investigations Terms and Conditions. User has the right to print, sign and fax these Terms and Conditions to 530-244-2447 in lieu of providing an electronic signature. User should include his or her printed name and phone number on the Terms and Conditions. Delta Hawk Protective Agency and Investigations will contact the User to complete the account setup. User has the right to withdraw consent to these Terms and Conditions, effective upon Delta Hawk Protective Agency and Investigations' receipt of a written statement indicating the same, via certified US Postal Service or other delivery method requiring signature upon receipt. Withdrawal of consent will result in loss of access to the User's account and the account being designated as inactive. Electronic signature of these Terms and Conditions pertains only to this document and its content. User may obtain a printed version of these Terms and Conditions any time by contacting Delta Hawk Protective Agency and Investigations at [info@DeltaHawkProtective.com](mailto:info@DeltaHawkProtective.com) or 530-244-9227. There is no fee for obtaining a printed version of the Terms and Conditions. Delta Hawk Protective Agency and Investigations recommends the User save a copy of the Terms and Conditions to his or her own computer. User should save the text in a format he or she will be able to access at their convenience.

## ADDENDUM A

### Access Security Requirements

The parties acknowledge we must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, Client agrees to the following:

1. Client will take reasonable procedures to protect its User ID and password so that only key personnel employed by your company know this sensitive information, including not posting this information anywhere in the facility. Client agrees to change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties.
2. Client agrees that system access software, whether developed by your company or purchased from a third party vendor, will have Client's User ID and password "hidden" or embedded and be known only by supervisory personnel. Client will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, Client will change its password immediately.

3. Client agrees it will not discuss its User ID or password by telephone with any unknown caller, even if the caller claims to be an employee of Delta Hawk Protective Agency and Investigations.
4. Client will restrict the ability to obtain consumer information to a few key personnel.
5. Client agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them.
6. Client agrees it will turn off and lock all devices or systems used to obtain consumer information.
7. Client will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them.
8. Client agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
9. Client agrees to notify its employees that Client can access credit information only for the permissible purposes listed in the Permissible Purpose under the FCRA.

End.

Delta Hawk Protective Agency and Investigations  
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