

CALIFORNIA FAIR CREDIT REPORTING ACT
USER'S GENERAL CERTIFICATION
(For Use if Requests May Be Made for California Resident or California Employer)

The Undersigned ("User") wishes to utilize the services of CARCO Group, Inc. ("CARCO"), a consumer reporting agency, to provide consumer reports and investigative consumer reports to User, in accordance with the Federal Fair Credit Reporting Act, 15 U.S.C. 1681 *et seq.*, ("FCRA") and the California Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785.1 *et seq.*, and/or the California Investigative Consumer Reporting Agencies Act, Cal. Civ. Code § 1786 *et seq.* (collectively, the "California Statutes"). As used in this document, the terms "Consumer Credit Report" and "Investigative Consumer Report" have the meanings set forth for them in the California Statutes, and they may be referred to, collectively, as "Reports."

Pursuant to the FCRA and the California Statutes, User makes the following certifications to CARCO:

1. User is a _____ [*insert type of business*] and hereby certifies that, with respect to each and every request for a Report that User may make to CARCO, pursuant to procedures prescribed by CARCO from time to time, User intends to use the Report only for one of the following permissible purposes under the FCRA and the California Statutes, including, without limitation, all amendments thereto, and will use the Report for no other purpose [check applicable box]:

 For employment purposes, which means that the Report will be used for the purpose of evaluating a consumer for employment, promotion, reassignment, or retention as an employee.

 In accordance with the written instructions of the consumer to whom the Report relates.
2. User hereby certifies that it will not share any Report, or provide any Report to any party other than the subject of the Report or a joint user having the same purpose as that certified by User in Item (1) above.
3. User will not use information from the Report in violation of any applicable Federal or State equal employment opportunity law or regulation.
4. User hereby certifies that ***if User obtains a Consumer Credit Report from CARCO for employment purposes*** the User *has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment, or retention as an employee and:*
 - Before the Consumer Credit Report is requested, the consumer will be given a clear and conspicuous disclosure, in a written document that consists solely of the disclosure, that a Consumer Credit Report will be obtained for employment purposes and identify the specific basis under California Labor Code Section 1024.5, subdivision (a) (or any successor requirement) for use of the Consumer Credit Report. The disclosure also will identify the source of the Consumer Credit Report and provide the consumer the opportunity to request a copy of the Consumer Credit Report by checking a box.
 - If the consumer requests a copy, the User will request that a copy be provided to the consumer when User requests its copy from CARCO. The report to the User and the consumer will be provided contemporaneously and at no charge to the consumer.
 - Before the Consumer Credit Report is requested, the applicant/employee will have, in writing, authorized User to procure the Consumer Credit Report.
5. User hereby certifies, in addition to the applicable certifications set forth in Items (1), (2), (3), and (4) above, that ***if User seeks to obtain from CARCO an Investigative Consumer Report:***
 - Before the Investigative Consumer Report is requested, User will provide a clear and conspicuous disclosure to the consumer in writing that User may request an Investigative Consumer Report regarding the consumer be prepared for employment purposes only which may include information

as to the consumer's character, general reputation, personal characteristics and mode of living, whichever are applicable.

- The written disclosure described in this Item (5) will include (a) the name, address and telephone number of CARCO as the agency conducting the investigation, (b) a complete and accurate disclosure of the nature and scope of the investigation requested; (c) a summary of the provisions of Section 1786.22 of the California Investigative Consumer Reporting Agencies Act; and (d) address of the CARCO website where additional information can be found regarding CARCO's privacy practices, which is currently, <http://www.carcogroup.com/privacy-policy.php>.
- User will provide the consumer the opportunity to request a copy of the Report by checking a box. If the consumer requests a copy and if the User is not obtaining the report due to suspicion of wrongdoing or misconduct, User will provide to the consumer a copy of the Investigative Consumer Report, and information on CARCO and how to contact CARCO, within three (3) business days of the date the User receives the Investigative Consumer Report.
- Before the Investigative Consumer Report is requested, the applicant/employee will have, in writing, authorized User to procure the Investigative Consumer Report.

6. Before taking any adverse action based in whole or in part upon the Report, the consumer will be given a copy of the Report and a description of the rights of the consumer under the FCRA as prescribed by the Consumer Financial Protection Bureau under section 609(c) of the FCRA. CARCO will provide User with a Summary of the Rights of the Consumer under the FCRA to be used for such purpose

7. If any type of adverse action is taken that is based in whole or in part on information contained in a Report, User is required by section 615(a) of the FCRA to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and toll-free telephone number of CARCO.
- A statement that CARCO 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 CARCO if the consumer requests the report within 60 days.
- A statement setting forth the consumer's right to dispute directly with CARCO the accuracy or completeness of any information provided by CARCO.

8. User hereby certifies that, in addition to the foregoing certifications, user will fully comply with and will carry out its obligations as a user of consumer reports or investigative consumer reports in accordance with the FCRA and analogous state consumer reporting laws, rules, regulations, codes and statutes.

Authorized Signature	CARCO Account Number
Date	Name of Company
Printed Name and Title	Street Address
	City, State Zip