



## ADDENDUM TO END-USER AGREEMENT (Electronic Signatures)

This Addendum is between Employment Screening Services, Inc. ("ESS") and \_\_\_\_\_ ("End-User") and is entered into on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_. This Addendum is entered into only with End-Users who have executed an underlying ESS End-User Agreement. This Addendum merely supplements the existing End-User Agreement between the parties and does not modify, amend or delete any existing term therein including terms of payment or other terms and conditions contained in the underlying Agreement. This Addendum shall be interpreted with the Agreement to form one agreement.

As part of the existing End-User Agreement between the parties, End-User acknowledges 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 End-User.

End-User agrees that it is solely responsible for ensuring that the authorization it obtains from the consumer complies with all applicable federal, state, or local laws. If End-User chooses to accept an electronic or other signature from consumer, it further agrees to comply with all applicable laws, including but not limited to, the Fair Credit Reporting Act, 15 U.S.C. § 1681 et. seq., Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7002(a)(1)(2000), and Uniform Electronic Transactions Act (UETA).

End-User accepts full responsibility for accepting any electronic consent or authorization from a consumer and agrees to indemnify and hold harmless ESS, its successors and assigns, officers, directors, employees, agents and suppliers from any and all claims, actions or liabilities arising from or with respect to the validity of any electronic signature on any document from a consumer to End-User.

\_\_\_\_\_  
Company Name Acct #

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

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