



Background Verifications Service Agreement

Definitions

B2B – Business to Business web based software application

End User – Authorized agent of Client who actually utilizes the Trak-1 Applicant screening system

Applicant – Individual seeking employment or volunteer position

Parties to the Agreement

Service Provider: Trackers Inc., d.b.a. Trak-1 Technology located at 6060 Richmond Ave, Suite 170 Houston, Texas 77057 herein known as Service Provider.

Client: _____
(United Church of Religious Science Covenanted Member)

Recitals

Service Provider provides background verification services on behalf of companies, churches and non-profit agencies. **Service Provider** provides background verification screening services on behalf of qualified commercial entities. Trak-1 Technology has designed a B2B Internet, web- based, automated background verification software application used specifically for providing background information pertaining to individual subjects. The Trak-1 B2B web-based automated background verification software system compiles a consortium of individual public records into a summary report that is intended to serve as a method for verifying background information. The Trak-1 software system provides the client/end user with a combination of the following public records based on the client/end user individual criteria and individual requests: Consumer Credit Reports; Social Security Number Verification (When Client has established Credit) National Criminal Records (In accordance with Attachment B); Last Known Employment Information; Last Known Addresses. The Trak-1 B2B software system assimilates any combination of the aforementioned public records and provides information provided into a single reporting format.

Client hires employees and/or uses volunteers for designated purposes established by said client.

Agreement

Subject to the terms and conditions of this agreement, Service Provider agrees to permit Client with access to the Trak-1 web based on-line automated employment verification system for the explicit purpose of evaluating background of applicant for employment or volunteer purposes. The Trak-1 system includes the following services:

(a) **Credit Reports**

(i) Unless otherwise restricted or prohibited by law, upon Clients request Agent will provide access to a copy of any credit report, or similar reports covered under this agreement, attained from a reporting agency on behalf of Client pertaining to Applicants processed via the Trak-1 automated background verification system.

(ii) By signing this agreement, Client acknowledges receipt, in whole or in part, of the Fair Credit Reporting Act herein known as FCRA and agrees to train, and monitor end users and remain in full compliance of the entire said Act at all times.

In Part - Permissible Purpose is defined in Section 604 of the Fair Credit Reporting Act (FCRA).

(1) In general, and limited only to our available services, Subject to subsection (c) any consumer reporting agency may furnish a consumer report under the following circumstances and no other:

(a) To a person which it has reason to believe

(b) intends to use the information in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; or

(c) intends to use the information for employment purposes.

o No End-User may access a Consumer Credit Report without an applicant authorization signature on file.

- All agencies reselling consumer credit reports are required to meet audit regulations pertaining to the usage of said reports.
- End –User may not share any information contained within a consumer credit report with anyone unauthorized to receive said information, including the Applicant.

(2) By signing this agreement Client agrees to comply with consumer credit reporting audit policies as set forth by Agent.

Covenants of Client

Client agrees to provide Agent with applicant information required to operate the background verification system.

Client agrees to maintain broadband connections and personal computer equipment necessary to facilitate the Trak-1 system.

Client agrees to issue and maintain the security of End User login identification access codes.

Client agrees to pay all Compensation and/or fees for services rendered by Agent as set forth within the terms and conditions as set forth in this agreement.

Covenants of Agent

Pursuant to the terms and conditions contained within this agreement being met . . .

Service Provider agrees to provide unencumbered access and use of the Trak-1 web site and Trak-1 automated background verification system.

Service Provider agrees to continually upgrade and modify the background verification system standards, and to meet compliance regulations as set forth within The Fair Credit Reporting Act.

Service Provider agrees to provide complete and unlimited Client/End-User training and support relating to use of the Trak-1 automated background verification software system.

Service Provider agrees to provide Client/End-User unlimited technical support relating to Trak-1 background verification software system operability issues.

Service Provider agrees to accept, process, and return completed background verification results to the Client at no additional charge in the event that Agent or Client experiences temporary Internet connectivity loss or temporary computer system failure.

Term

Client may cancel at anytime with 30 day written notice.

Compensation

Client agrees to pay Service Provider the following fees under the following terms: Net 30. Invoices older than 30 days are subject to 1% monthly late fee. A \$3.50 per month invoice fee applies for all invoices excluding credit card payments.

Pricing – Contracted Through United Church of Religious Science	
➤ National Criminal and Sexual Offender Search	\$10.00
➤ National Criminal and Sexual Offender and Social Security Trace	\$16.00
➤ National Criminal/Sexual Offender/Social Trace/ Motor Vehicle	price varies
By state – call Trak-1 for details	

Indemnification

(a) **Agent** shall indemnify, defend and hold harmless client and its officers, directors, employees, agents, successors, and assignees from any and all losses, liabilities damages and claims and all related costs and expenses including reasonable attorney fees, arising from or in connection with a breach by Agent of any terms or condition of this agreement. Notwithstanding the above stated Agent shall not be liable to Client under this section if alleged losses result from acts or omissions by client or of a third who provided information to Agent in the exercise of its ordinary business practice.

(b) **Agent** shall indemnify, defend and hold harmless Client from losses resulting from background verifications as related to legal compliance of the U.S. Fair Credit Act. Client shall indemnify, defend and hold Agent harmless, including its officers,

directors, employees, agents, successors, assigns, and third party suppliers, from any and all losses arising from any Applicant or Tenant pursuant to recommendations made by Agent to Client, except as stated above.

Confidentiality and Non Disclosure

Agent and Client mutually agree that all organizational information, including but not limited to, customer lists, applicant information, marketing information, pricing information, trade secrets, and any and all correspondence of any method including verbal communication, mail, facsimile, or electronic between said parties, is privileged and confidential and shall not be copied, distributed, or shared with any person or agency not covered in this agreement.

Miscellaneous

Waiver

The waiver of a breach or violation of any Covenant or Condition of this agreement shall not be construed to be a waiver of any subsequent Covenant or Condition of this agreement.

Governing Law

This agreement shall be interpreted, construed and governed according to the laws of the State of Texas

Severability

Any provision of this Agreement held by a court of competent jurisdiction to be contrary to law, all remaining provisions of this Agreement

Notices

All notices, requests, and demands given to or made by the Parties shall be submitted in writing and delivered via certified mail or via certifiable electronic correspondence.

Entirety and Modification

This agreement and any Exhibits or Attachments constitute the entire Agreement between parties. Any and all changes or modifications to this Agreement must be in writing. Oral modification including oral modifications to any provision of this agreement is not valid or enforceable.

Agent and Client hereto agree that it is in their best interest to resolve disputes between them in an orderly fashion and in a consistent manner hereby agree to resolve legal matters first through a mediation process and if a mediation process does not resolve the issues both parties agree to arbitration and such forum shall be in the State of Texas.

In witness hereof, the Parties hereto have executed this Agreement on the date first set forth above.

Client: _____

Service Provider: *Trak-1 Technology*

Date: _____

Date: _____

Representative: _____

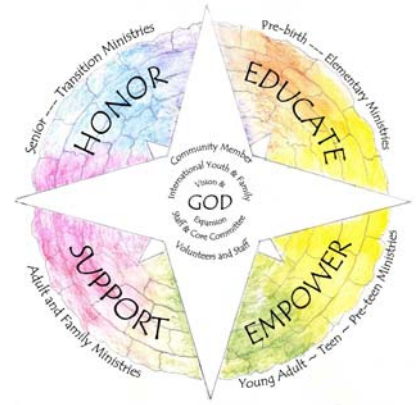
Representative: *George Varian*

Title: _____

Title: *VP of Sales*

Signature: _____

Signature: _____



Date: _____

SIGN AND FAX AGREEMENT

TO: *George Varian* 888-743-7668
VP of Sales
Trak-1 Technology

From: _____

Title: _____

Email: _____

Church Name: _____

Church Address: _____

Church Phone: _____ **Church Fax:** _____

Direct Phone of Representative Listed Above: _____

Cc: Rev. Mary Kay Ducey, UCRS IYFM, revmkducey@aol.com
Phone: 818-556-2237; Fax 818-556-2253