



## **SERVICE CONTRACT AND AGREEMENT**

This Contract and Agreement is made by and between, \_\_\_\_\_, \_\_\_\_\_, and ACUTRAQ for the use of its services upon the basis outlined below and agrees that the following shall constitute a service contract between the Customer and ACUTRAQ. **THE CUSTOMER CERTIFIES AND AGREES TO THE FOLLOWING:**

**1) TERMS:** Customer employs ACUTRAQ herein for a period beginning the date of this contract and shall continue in effect until terminated by either party with or without cause. This agreement may be terminated by Customer at any time with a fifteen day (15) written notice. With just cause, such as violation of the terms of this Agreement or a material change in existing legal requirements that adversely affects this Agreement, ACUTRAQ may, upon its election discontinue service to the Customer and cancel this agreement immediately. ACUTRAQ may terminate this Agreement immediately and without notice, or take any action it believes is appropriate, including but not limited to blocking Customers access to any or all Services, if ACUTRAQ believes that Customer has made a misrepresentation or failed to comply with any provision of this Agreement.

**2) LIABILITY:** Resident rental histories, credit reports, criminal background, sex offender, and/or other information provided is based on other third party sources and/or court records. No warranty, express or implied, exists that the person who is the subject of the inquiry is in fact the same person that may be found in the records. The Customer must make positive identification. Further, ACUTRAQ shall not be liable in any manner whatsoever for any loss or injury to Customer resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information. ACUTRAQ shall not be held responsible or liable for any delays in or failure or suspension of service caused by mechanical or power failures, strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, weather, earthquakes, floods or other causes beyond the control of ACUTRAQ. ACUTRAQ has access to consumer reports from one or more consumer credit reporting agencies.

**3) PROHIBITION:** Customers will not act or provide, at any time or in any way, and will hold themselves out as providing credit clinic, credit repair, credit counseling, or other similar services. Customer certifies that it will request consumer reports pursuant to procedures prescribed by ACUTRAQ from time to time only for the permissible purpose and will use the reports obtained for no other purpose.

**4) RELEASE SIGNATURE:** IN ALL CASES, SCREENING APPLICATIONS MUST BE SIGNED BY THE APPLICANT. Customer must maintain copies of all written authorizations for a minimum of six (6) years from the date of inquiry.

**5) USE OF REPORTS:** Customer shall use each consumer report for a one-time use only and shall hold the report in strict confidence, and at no time disclose to any third parties. Customer may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report.

**6) AUTHORIZED USERS:** Consumer reports shall be requested by and disclosed to only designated authorized employees having a need to know and only to the extent necessary to enable Customer to use consumer reports in accordance with this Agreement.

**7) ADVERSE ACTION:** If adverse action is taken, (denial, additional deposits, co-signer, etc.) Customer must inform the applicant of the nature of the adverse action and the process of obtaining a consumer report. Customer will be supplied with a sample letter by ACUTRAQ or electronic source.

**8) FCRA PENALTIES:** THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

**9) SECURITY SAFEGUARDS:** Customer is responsible for securing computer systems, software, and access codes and protecting against unauthorized access. Access codes should not be discussed among employees and should be discontinued as employees are no longer employed or authorized to access Consumer Reports. Customer is required to have procedures in place to properly dispose of Consumer Reports. Customers will not act or provide, at any time or in any way, and will hold themselves out as providing credit clinic, credit repair, credit counseling or other similar services. *\*All designated users obtaining consumer reports must sign the Access Security Requirement form.*

**10) COMPLIANCE WITH LAWS:** This agreement is governed by the laws of the State of Arkansas and shall inure to and is binding upon the successors and assigns of ACUTRAQ and the heirs, executors and assigns of the Customer. In the event Customer violates the terms of this agreement, Customer agrees to pay all costs for steps taken by ACUTRAQ, whether by lawsuit or otherwise, to defend, preserve, or enforce the rights under this agreement. All rights and duties of Customer and ACUTRAQ, arising from services performed or agreed to be performed by ACUTRAQ, shall be determined under the internal laws of the Federal Government and State of Arkansas, County and City. Customer shall be liable to any third party claimant for its own acts of negligence with regard to the performance of its duties hereunder.

**11) APPOINTMENT OF SERVICES:** Customer herewith appoints and employs ACUTRAQ, as the Customers agent for the purpose of inquiry as to the rental history, credit history, employment history, criminal history, factual pre-employment information, verification of employment and other such public record information as shall be requested. ACUTRAQ will at no time release resident information to any person, parties or company unless they are a member of or associated with ACUTRAQ. ANY AND/OR ALL INFORMATION ON THIS CONTRACT MAY APPLY DEPENDING ON LEVEL OF SERVICES OBTAINED.

**12) AUDIT:** ACUTRAQ and/or its designee shall have the right to enter Customer's places of business, during normal business hours and with reasonable notice, to audit Customer, and Customers shall provide ACUTRAQ with access to such personnel, properties, files, and records (both physical and electronic) as may be reasonably required by ACUTRAQ and/or its designee for that purpose.

**13) BILLING AND COLLECTIONS:** Customer agrees to the schedule of prices attached, which becomes a part of this contract. Customer agrees to pay charges due on receipt of billing invoices. Customer agrees to pay late fees not to exceed \$15.00 per month for each month account is not paid. Customer further agrees to pay reasonable collection fees, attorney fees, and/or court costs for the enforcement of this agreement. If Customer is delinquent in payment of charges or is in violation of any portion of this agreement, ACUTRAQ may, at its election, discontinue service and cancel this agreement immediately on written notice to the member. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, ACUTRAQ may, upon its election, discontinue serving the Customer and cancel this Agreement immediately.

**14) NOTICE OF CHANGE IN BUSINESS INFORMATION:** Customer must notify ACUTRAQ of any of the following events: change in ownership; merger; change in business name or change in the

nature of business that in any way affects Client's right to request and receive consumer reports; change in user names for obtaining consumer reports.

**The Customer hereby has read, acknowledges and agrees to the terms and conditions of this agreement.**

Sole Proprietor: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_ LLC: \_\_\_\_\_ Non-Profit/Volunteer \_\_\_\_\_.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Doing Business As

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Web Site Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
Federal Tax ID #

**Complete ONLY for Sole Proprietor or Partnership** (Circle which):

Owner Name: \_\_\_\_\_

Resident Address: \_\_\_\_\_  
Street City State Zip

Owner Social Security Number: \_\_\_\_\_

\*Must be signed by authorized personnel.

Persons Authorized to request Criminal Reports \_\_\_\_\_

**X** \_\_\_\_\_ Title: \_\_\_\_\_  
Signature

**X** \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name

ACUTRAQ  
1650 Madison 4425  
Combs, AR 72721

ACUTRAQ Representative: X \_\_\_\_\_

**Customer has executed this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, intending to be legally bound thereby.**

ACUTRAQ MEMBERSHIP APPLICATION  
1650 MADISON 4425 COMBS, AR 72721  
PHONE 479-677-3355 FAX 479-677-3118  
Email: [acutraq@windstream.net](mailto:acutraq@windstream.net) Web Site: [www.acutraq.com](http://www.acutraq.com)

Company Name: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
Street City ST Zip

Billing Address if different: \_\_\_\_\_  
Street City ST Zip

Email Address: \_\_\_\_\_ Web Site: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Date Established: \_\_\_\_\_ (Rental) Number of Units: \_\_\_\_\_  
(Employment) Number of Employees: \_\_\_\_\_  
(Volunteer/Non-Profit) Number of Employees/Volunteers: \_\_\_\_\_

Purpose for which ACUTRAQ reports will be used: \_\_\_\_\_

SERVICES & PRICES REQUESTED: **Please list package and pricing from price guide** Initial: \_\_\_\_\_.

- Criminal, 50 State Sex Offender: \$ \_\_\_\_\_
- Social Trace, Criminal & 50 State Sex Offender: \$ \_\_\_\_\_
- County, Social Trace, Criminal & 50 State Sex Offender: \$ \_\_\_\_\_ + county court fee
- Other Reports: \_\_\_\_\_
- Annual Membership: \_\_\_\_\_ Alias Names: \$5.00

SOURCE TO REQUEST AND OBTAIN REPORTS:

Fax: \_\_\_\_\_ On-line: \_\_\_\_\_ Phone: \_\_\_\_\_

Please indicate how you want billing sent: Email: \_\_\_\_\_ Mail: \_\_\_\_\_ Web access post: \_\_\_\_\_

\*Billing email address: \_\_\_\_\_

Customer Name: \_\_\_\_\_

**\*Must be signed by each designated user before issuing username and password i.d.:**



1650 Madison 4425 Combs, AR 72721

Phone: 479-677-3355 Fax: 479-677-3118

Email: [acutraq@windstream.net](mailto:acutraq@windstream.net) Web: [www.acutraq.com](http://www.acutraq.com)

## ACCESS SECURITY REQUIREMENTS

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer credit reports. In accessing ACUTRAQ services, you agree to follow these measures:

You must protect your ACUTRAQ USER ID and password so that only key personnel employed by your company know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post this information in any manner within your facility. If a person who knows the password leaves your company or no longer needs to have it due to a change in duties, the password should be changed immediately.

Do not share passwords with co-workers, friends, or family.

Do not discuss your ACUTRAQ USER ID and password by telephone with any unknown caller, even if the caller claims to be an employee of ACUTRAQ.

Restrict the ability to obtain reports to a few key personnel.

After normal business hours, be sure to turn off and lock all devices or systems used to obtain report information.

Secure hard copies and/or electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.

Shred or destroy all hard copy consumer reports when no longer needed.

Make all employees aware that your company can access credit, and other report information only for the permissible purposes listed in the Permissible Purpose Information section of your membership application. You or your employees may not access their own reports, nor should you or your employees access the report of a family member or friend unless it is in connection with a credit transaction or for some other permissible purpose.

Do not send sensitive data through email, such as consumer's SSN, account numbers, actual credit reports, etc. unless data is encrypted.

In the event of a compromised system, notify ACUTRAQ immediately and take necessary steps to ensure no other credit reports are accessed using compromised system.

**Record Retention:** The Federal Equal Opportunities Act states that a creditor/employer must preserve all written or recorded information connected with an application for five (5) years. In keeping with the ECOA, ACUTRAQ requires that you retain the credit/employment application and, if applicable, a lease/employment contract for a period of not less than 5 years. When conducting an investigation, particularly following a consumer complaint that your company impermissibly accessed their credit report, ACUTRAQ will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the lease/employment contract.

“Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation.”

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF ORGANIZATION