

ADDENDUM TO ONLINE SERVICE AGREEMENT

WHEREAS, the parties desire to amend the Online Service Agreement by and between the undersigned Customer and IntelliCorp Records, Inc. for peer report products or services.

NOW THEREFORE, for good and valuable consideration by both parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

The undersigned Customer and **IntelliCorp Records, Inc.** (INTELLICORP) hereby make the following agreement:

1. INTELLICORP is a consumer credit reporting agency and has records pertaining to consumers credit experiences and histories throughout the United States.
2. Customer is a _____ and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("PEER Report").
3. Customer shall request PEER Reports pursuant to procedures prescribed by INTELLICORP from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.
4. Customer certifies that it will not request a PEER Report for employment purposes unless:
 - A. A clear and conspicuous disclosure is first made in writing to the consumer by Customer before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes.
 - B. The consumer has authorized in writing the procurement of the report; and
 - C. Information from the PEER Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
5. Customer further certifies that before taking adverse action in whole or in part based on the PEER Report, it will provide the consumer,
 - A. A copy of the PEER Report; and
 - B. A copy of the consumer's rights, in the format approved by the Federal Trade Commission, which notice shall be supplied to Customer by INTELLICORP.
6. Customer agrees that it shall use PEER Reports only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties not involved in the current employment decision.
7. Customer will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.



- 8. With just cause, such as violation of the terms of Customer’s contract or a legal requirement, or a material change in existing legal requirements that adversely affects Customer’s Agreement, IntelliCorp may, upon its election, discontinue serving the Customer and cancel the agreement immediately.
- 9. Except as provided herein or modified hereby, all terms, covenants and conditions of the Online Service Agreement remain unchanged. To the extent any provision in this Amendment conflicts with any similar provision in the Online Service Agreement, the terms set forth on this Amendment shall control for consumer credit products or services. This Amendment may be executed in counterparts, each of which shall be deemed to be an original instrument, and all such counterparts shall together constitute the same document.

I certify that I have read the terms and conditions and, that I understand the significance of same, and have voluntarily signed my name on this the _____ day of _____, 20__ .

IntelliCorp Records, Inc.

3000 Auburn Drive
Suite 410
Beachwood, Ohio 44122
(216) 450-5200

CUSTOMER:

Address: _____

Print Name: Todd R. Carpenter

Print Name: _____

Signature: _____

Signature: _____

Title: President

Title: _____

Date: _____

Date: _____