



**IRC, Inc.**

## **TERMS AND CONDITIONS**

### **Conditions for Furnishing and Using Consumer Reports for Employment Purposes**

By using this service for employment purposes, you certify that you are using the service for legal permissible purposes only. That you will comply with the Federal Fair Credit Reporting Act specifically section 604, and any other state, local, laws and regulations. Information from the consumer report will not be used in violation of any applicable Federal or State equal opportunity law or regulation.

The words “company”, “our” and “us” pertains to IRC, Inc./Information Resources, the word “service(s)” or “the service” may include the complete array of services which is provided by IRC, Inc./Information Resources or just one item.

By using this Website and / or purchasing services from IRC, Inc./Information Resources via this Website, you agree to adhere to the following Terms of Use. If you do not agree to adhere to these Terms of Use you may not use our service.

### **1. Permissible Use**

This service is intended for employment and other commercial permissible purposes, credit and other personal information may not be provided within the scope of DataExpress instant information. If you desire a wider variety of services contact IRC, Inc. Employment may be considered as anyone hired for pay. As such there are specific requirements which must be met in order to satisfy the FCRA and state and local laws and regulations, specifically Section 604 of the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq.

You must read, agree, and perform according to all Federal, State, and Local laws concerning consumer investigative reporting. Negligence, or lack of knowledge is not excusable, as all information is available herein (see FCRA).

#### **Performance Steps:**

1. Prior to obtaining information you must:

- a. Provide the applicant/consumer with a [disclosure release form](#).
- b. Applicant/consumer must sign disclosure release form.
- c. If applicant/consumer has applied via mail, telephone, computer or other similar means, for employment purposes you shall provide to the applicant the content of the disclosure release form by oral, written or electronic means.
- d. The applicant/consumer shall have consented orally, in writing or electronically to have a report provided to the employer.
- e. If any adverse action is taken due in whole or in part from the report, the applicant/consumer must be notified:
  - i. Within (3) business days, of the adverse action taken, and the name of the consumer reporting agency (IRC, Inc. (800) 548-0822) which made the report.
  - ii. That the reporting agency, (IRC, Inc.) did not make a hiring decision, and is unable to provide specific reasons why adverse action was taken.



## **IRC, Inc.**

- iii. Applicant/consumer may request a free copy of a report and may dispute with the reporting agency, accuracy or completeness of any information in the report.
- iv. If the applicant/consumer requests a copy of the report from the employer who requested the report, the report must be provided to the applicant within 3 business days and a copy of the consumers rights as prescribed by Federal Trade Commission under Section 609(c)(3).

### **2. You agree to adhere to the following:**

- a. You will use the service only for appropriate, legal purposes, and in compliance with all applicable federal, state and local laws and regulations.
- b. You will obtain any and all necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation that govern your use of the service.
- c. **You will not** use the service in a manner that may cause emotional or physical harm to anyone, or to "stalk" or otherwise harass another person, or to seek information about or harm minors in any way, or to seek information about celebrities or public figures, or you will not use any means other than our website to access or use the service, or to promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual, or resell any of the services that you purchase from IRC, Inc./Information Resources.

### **3. Payments**

Fees for the service are posted on our website. By purchasing the service, you agree to pay using a valid credit card, Paypal or other legitimate payment method and affirm that you are authorized to use such payment method. We reserve the right to suspend the service to any delinquent account without notice. If you have questions about our fees, please contact us before you make a purchase. You are responsible for (and must pay for) all purchases of the service by individuals using your account. If you suspect that unauthorized use of your account is taking place, you must notify us immediately.

Customer is paying for IRC, Inc./Information Resources to conduct a search on his behalf, not to return any particular result. Unless we state in writing otherwise, all fees and charges for the service are nonrefundable. Any issues, questions or concerns about a particular purchase must be raised within 15 days of purchase, and customer explicitly agrees to waive all issues, questions and concerns after such time.

### **4. Limitation of Liability**

IRC, INC./INFORMATION RESOURCES DOES NOT WARRANT THE ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY OF THE DATA AVAILABLE THROUGH OUR SERVICE. ANY INFORMATION PURCHASED FROM IRC, INC./INFORMATION RESOURCES IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR NON-INFRINGEMENT.



## **IRC, Inc.**

IRC, Inc./Information Resources, its affiliates, agents and employees are not liable to any party for any special, consequential, punitive, direct, or indirect damages for any reliance or use upon the service, including but not limited to, business interruption, lost profits, loss of programs or other data, even if IRC, Inc./Information Resources is expressly advised of the possibility of such damages. In addition, IRC, Inc./Information Resources, its affiliates, agents and employees are not liable to any party for any special, consequential, direct, or indirect damages for any communication or contact between our customers and their search subjects.

IRC, INC./INFORMATION RESOURCES DOES NOT ACCEPT ANY RESPONSIBILITY FOR ANY INJURY OR DAMAGE THAT YOU MAY CAUSE TO YOURSELF, OTHERS, OR PROPERTY WHEN USING OUR SERVICE. IRC, Inc./Information Resources has no control over how you may use our service and does not attest to the validity of any information found herein. Use our service at your own risk.

UNDER NO CIRCUMSTANCE SHALL IRC, INC./INFORMATION RESOURCES BE LIABLE FOR MORE THAN THE AGGREGATE AMOUNT PAID BY YOU TO IRC, INC./INFORMATION RESOURCES IN THE 12 MONTHS PRECEDING ANY CLAIM.

### **5. Indemnification**

You agree to indemnify and hold IRC, Inc./Information Resources, its subsidiaries, affiliates, officers, agents, employees, and all applicable third parties (e.g., all relevant marketing partner(s), licensors, and licensees) harmless from any claim or losses, including costs, expenses and attorneys fees, made by any third party arising directly or indirectly out of your [improper or unauthorized] use of the service or your violation of any rights of another. We will promptly notify you of any claim. In the event that the service is not used in an appropriate manner IRC, Inc./Information Resources reserves the right to seek all appropriate remedies at law or equity. Nothing in these Terms of Use is a relinquishment or waiver of IRC, Inc./Information Resources rights and remedies.

### **6. Governing Law**

These Terms of Use will be governed by and construed in accordance with the laws of the State of California, USA. The parties agree that the venue for any dispute arising out of the access to, or use of the Service shall be in the County of Los Angeles, California, whether brought in federal or state court.