

## Terms and Conditions of End User Agreement

### General

Hyperion Business Support (the trading brand of ARC Personnel Limited), strives to deliver accurate and timely information products to assist your company (hereinafter "End-User") in making intelligent decisions for a permissible purpose under applicable law. To this end, Hyperion Business Support assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. Please understand that these information sources and resources are not maintained by Hyperion Business Support, therefore, it cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, Hyperion Business Support has in place procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

### When Information Products are used for Employment Purposes

If the information products End-User obtains from Hyperion Business Support are to be used for an employment purpose, End-User certifies 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 by the [Consumer Credit Act 2006](#) as well as any applicable laws. The consumer will have authorized, in writing, the obtaining of the report by End-User.

If the consumer is denied employment, or other adverse employment action taken based in whole or in part on the information products provided by Hyperion Business Support, End-User will provide to the consumer: (1) a copy of the report; and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the English law."

### General Provisions

End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law or when authorized by the consumer in writing. End-User may not assign or transfer this Agreement without the prior written consent of Hyperion Business Support. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End-User and an officer of Hyperion Business Support. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

### Fees and Payment

End-User agrees to pay non-refundable fees and other charges for Hyperion Business Support' background checks services. Full payment must be made within thirty (30) days of the invoice date. At Hyperion Business Support' option, payments not received thirty (30) days after the date of the invoice will cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with Hyperion Business Support' Accounts Payable Department. Accounts with invoices unpaid (30) days or more will be assessed an interest charge of 1 ½ % per month. If the account goes to collection, End-User agrees to pay all collection expenses, including legal' fees and court costs. End-User agrees that providing credit card information and submitting it electronically to Hyperion Business Support represents a legal authorization to debit the card for the orders placed or for non-payment per the 30 day terms. End-User agrees that prices for services are subject to change without notice, although Hyperion Business Support will make every reasonable effort to give notice of such change before it becomes effective. Any

account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by Hyperion Business Support.

## **Warranties and Remedies**

End-User understands that Hyperion Business Support obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to End-User "AS IS". Hyperion Business Support makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet End-User's needs, or will be provided on an uninterrupted basis; Hyperion Business Support expressly disclaims any and all such representations and warranties. Hyperion Business Support will not be liable for any indirect, incidental, consequential, or special damages for loss of profits, whether incurred as a result of negligence or otherwise, even if Hyperion Business Support has been advised of the possibility of such damages. End-User agrees to indemnify and hold harmless Hyperion Business Support, its successors and assigns, officers, directors, employees, agents and suppliers from any and all claims, actions or liabilities arising from or with respect to information products provided by it. Hyperion Business Support nevertheless agrees to be responsible for actual damages to the extent of and maximum stated herein for third party claims directly resulting from Hyperion Business Support' sole negligence in assembling the consumer report. Hyperion Business Support' maximum aggregate liability for damages in this regard shall not exceed an amount equal to the price paid by End-User to Hyperion Business Support for the consumer report(s) at issue. Hyperion Business Support does not guarantee End-User's compliance with all applicable laws in its use of reported information, and makes no effort to provide compliance related services in connection with its furnishing of reports. End-User understands that any conversation or communication with Hyperion Business Support's representatives regarding searches, verifications or other services offered by Hyperion Business Support are not to be considered a legal opinion regarding its use. End-User agrees that it will consult with its own legal or other counsel regarding the legality of using or relying on reported information in making employment decisions.

## **Term and Termination**

The term of this Agreement shall begin on the date it is executed by End-User and will continue for a period of one (1) year from that date, unless earlier terminated in writing. This Agreement will renew automatically for successive one (1) year periods unless either party gives written notice to the other party of its intent to terminate the Agreement. Such notice of intent to terminate must be given no less than thirty (30) days prior to the proposed termination date. Hyperion Business Support may terminate or revise the provisions of this Agreement immediately upon written notice if End-User is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if End-User undergoes a change in ownership. Termination of this Agreement by either party does not release End-User from its obligation to pay for services rendered.

## **Force Majeure**

User agrees that Hyperion Business Support is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent Hyperion Business Support from meeting its obligations under this Agreement.

## **Execution**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individual accepting and executing this document represent that he or she is authorized to do so.

In accordance with the Electronic Signatures Act, which became effective October 1st 2000, placing a check mark in the box beside the statement "I agree to Hyperion Business Support Terms and Conditions" is the equivalent of your personal signature, indicating acceptance of Hyperion Business Support Terms and Conditions. User has the right to print, sign, scan and email these Terms and Conditions to [support@hyperion-](mailto:support@hyperion-)



[bs.com](http://bs.com) in lieu of providing an electronic signature. User should include his or her printed name and phone number on the Terms and Conditions. Hyperion Business Support will contact the User to complete the account setup. User has the right to withdraw consent to these Terms and Conditions, effective upon Hyperion Business

Support' receipt of a written statement indicating the same, via certified UK Postal Service or other delivery method requiring signature upon receipt. Withdrawal of consent will result in loss of access to the User's account and the account being designated as inactive. Electronic signature of these Terms and Conditions pertains only to this document and its content. User may obtain a printed version of these Terms and Conditions any time by contacting Hyperion Business Support at [support@Hyperion-bs.com](mailto:support@Hyperion-bs.com).

## ADDENDUM

### Access Security Requirements

The parties acknowledge we must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, End-User agrees to the following:

1. End-User will take reasonable procedures to protect its User ID and password so that only key personnel employed by your company know this sensitive information, including not posting this information anywhere in the facility. End-User agrees to change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties.
2. End-User agrees that system access software, whether developed by your company or purchased from a third party vendor, will have End-User's User ID and password "hidden" or embedded and be known only by supervisory personnel. End-User will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, End-User will change its password immediately.
3. End-User agrees it will not discuss its User ID or password by telephone with any unknown caller, even if the caller claims to be an employee of Hyperion Business Support.
4. End-User will restrict the ability to obtain consumer information to a few key personnel.
5. End-User agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them.
6. End-User agrees it will turn off and lock all devices or systems used to obtain consumer information.
7. End-User will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them.
8. End-User agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
9. End-User agrees to notify its employees that End-User can access credit information only for the permissible purposes listed in the Permissible Purpose under the [Consumer Credit Act 2006](#)

I the undersigned am authorized to accept the above terms and conditions and agree to abide by them (the terms only require signature if they have not been accepted via the tick box on the validation request form [Validation Request Form](#))

Name & Position:.....

Company:.....

Date:.....

