

**PreTrax, Inc.**  
**PreTrax Website Privacy Policy and Terms of Use**  
**and Privacy Shield**

**Terms of Use**

When you visit the PreTrax, Inc. ("PreTrax") web site (the "Site"), you are subject to the following Terms of Use ("Terms"), and these Terms may be revised at any time. By accessing and/or using the Site, the User acknowledges this disclaimer and agrees to be bound by the following terms and conditions:

All content and functionality on this Site is the exclusive property of PreTrax and is protected by US and international copyright laws. Rights not expressly granted are reserved.

PreTrax makes no warranties or representations as to the accuracy or timeliness of information on this Site. Information on this Site may contain technical inaccuracies or typographical errors. PreTrax assumes no liability or responsibility for any errors or omissions in the content of the Site.

You are solely responsible for maintaining the confidentiality of all passwords. You are responsible for the security of your login username and your password that you use to protect access to your data, your file name(s) and files, network and user access. Under no circumstances shall PreTrax be liable for any damages suffered by any User, including any incidental, special, exemplary or consequential damages (including, without limitation, any lost profits or damages for business interpretation, loss of information, programs or other data) that result from access to, use of, or inability to use this site or due to any breach of security associated with the transmission of information through the Internet, even if PreTrax was advised of the possibility of such damages. You agree to defend, indemnify, and hold PreTrax, its officers, directors, employees, agents, affiliates, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. PreTrax can not ensure or warrant the security of any information you transmit to us or from our Site, and you do so at your own risk.

These Terms are governed by the laws of the State of Ohio, and any dispute arising from these Terms shall be resolved exclusively in the State and Federal Courts of the State of Ohio.

**Privacy Statement**

PreTrax is a consumer reporting agency regulated by the Fair Credit Reporting Act and other federal and state laws. We have defined the following privacy principles as to how we collect, store and share information.

#### Collection of Information:

The information that you provide to PreTrax, either directly or indirectly, will only be used for the purpose of providing our services.

#### Personally Identifiable Information:

When you browse PreTrax's publicly accessible Websites, you do so anonymously. PreTrax collects personally identifiable information from you only if you choose to provide this information to us. In some instances, PreTrax may collect non-personal (e.g., aggregate or demographic) data through cookies. This information is used to better understand and improve the usability, performance and effectiveness of the Websites.

#### Use of Your Information:

If you have provided your personal information over one of PreTrax's Websites in connection with a background screen ordered by PreTrax's client, PreTrax may use your personal information to perform your background screen for that client. PreTrax will not use your information to conduct a background screening investigation and create a report unless PreTrax's client has provided a certification required by the FCRA and any other applicable law. In this certification, PreTrax's client certifies to PreTrax that it has a legally permissible purpose for ordering the background screen, and that it has, to the extent required by applicable law, and obtained your informed consent to conduct the background screen.

#### Security:

PreTrax is committed to protecting the personal information that PreTrax receives about consumers. While we cannot guarantee the security of that information, we utilize a combination of online and offline security technologies, procedures and organizational measures to help safeguard consumer information against loss, misuse, and unauthorized access, disclosure, alteration and destruction.

We employ Secure Socket Layer (SSL) data encryption when data is transmitted over the Internet to our Websites. We have installed firewalls and other security technologies to help prevent unauthorized access to our systems. Strong password protection protocols are used on our computers, and employees are kept up-to-date on our security and privacy policies. The servers used to store consumer information are maintained in a secure environment with appropriate security measures.

#### Reviewing, Updating and Correcting Your Information

Applicants have the right to review, update if necessary and correct any data PreTrax may have in its databases. Some Information may require verification before any change is accepted by PreTrax. Applicants can dispute background check reports by contacting PreTrax at 800.281.5260.

Where is your information stored: All information is stored in the United States of America. By using

our Services, you consent to the transfer of information outside of your country.

Children under Age 18:

This site is not intended for children. PreTrax does not knowingly collect information from individuals under the age of 18.

Changes to this Privacy Policy:

This Privacy Policy may be modified or amended at any time without prior notice. We encourage you to periodically review this Privacy Policy to be informed of how PreTrax is protecting your information.

## **Privacy Shield**

### NOTICE

At PreTrax, we notify individuals about the purposes for which we collect and use information about them, choices they have regarding certain uses and disclosures of their personal data, and how to contact us with inquiries or complaints. We provide this notice either directly, such as through this privacy statement, or through our customers. PreTrax collects personal data for the purpose of providing a variety of information products and services to employers and other PreTrax customers. For example, PreTrax may collect identification information and information such as information about an individual's criminal history, credit history, employment history, work eligibility (right to work), educational background, civil litigation history, address history, or driving history, for the purpose of providing employment screening and other services to our customers. We also may collect employment application information on behalf of our customers, such as through an online applicant portal.

PreTrax complies with the EU-US and Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland transferred to the United States pursuant to Privacy Shield. PreTrax has certified that it adheres to the Privacy Shield Principles with respect to such data. If there is any conflict between the policies in this privacy policy and Terms of Use, and data subject rights under the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov/>

With respect to personal data received or transferred pursuant to the Privacy Shield Frameworks, PreTrax is subject to the regulatory and enforcement powers of the U.S. Federal Trade Commission.

Pursuant to the Privacy Shield Frameworks, EU and Swiss individuals have the right to obtain our confirmation of whether we maintain personal information relating to you in the United States. Upon request, we will provide you with access to the personal information that we hold about you. You may

also may correct, amend, or delete the personal information we hold about you. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data transferred to the United States under Privacy Shield, should direct their query to [privacy@pretrax.com](mailto:privacy@pretrax.com). If requested to remove data, we will respond within a reasonable timeframe.

In cases where we are acting as a processor for data from our customers, it may be necessary for us to direct an individual to our customer to provide the requested access. Many PreTrax products are governed by the FCRA. Where applicable, PreTrax provides access and correction rights in accordance with FCRA requirements. The FCRA gives individuals the right to obtain a disclosure of the contents of the consumer reporting file that PreTrax maintains about them, if any. The FCRA also provides individuals the right to dispute the accuracy and completeness of information in their consumer reporting file and, if warranted, to have the contents corrected or deleted. PreTrax requires that an individual provide reasonable verification of their identity before we provide access to personal data.

We will provide an individual opt-out choice, or opt-in for sensitive data, before we share your data with third parties other than our agents, or before we use it for a purpose other than which it was originally collected or subsequently authorized. To request to limit the use and disclosure of your personal information, please submit a written request to [privacy@pretrax.com](mailto:privacy@pretrax.com).

In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

PreTrax's accountability for personal data that it receives in the United States under the Privacy Shield and subsequently transfers to a third party is described in the Privacy Shield Principles. In particular, PreTrax remains responsible and liable under the Privacy Shield Principles if third-party agents that it engages to process the personal data on its behalf do so in a manner inconsistent with the Principles, unless PreTrax proves that it is not responsible for the event giving rise to the damage.

In compliance with the Privacy Shield Principles, PreTrax commits to resolve complaints about your privacy and our collection or use of your personal information transferred to the United States pursuant to Privacy Shield. European Union and Swiss individuals with Privacy Shield inquiries or complaints should first contact PreTrax by email at [privacy@pretrax.com](mailto:privacy@pretrax.com) or via post at:

PreTrax, Inc.  
10 Center Street  
Chagrin Falls, Ohio 44022  
Toll Free: 800.281.5260

PreTrax has further committed to refer unresolved privacy complaints under the Privacy Shield Principles to an independent dispute resolution mechanism, the BBB EU PRIVACY SHIELD, operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit [www.bbb.org/EU-privacy-shield/for-eu-consumers](http://www.bbb.org/EU-privacy-shield/for-eu-consumers) for more information and to file a complaint. This service is provided free of charge to you.

If your Privacy Shield complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms. See Privacy Shield Annex 1 at <https://www.privacyshield.gov/article?id=ANNEX-I-introduction>

#### ACCOUNTABILITY FOR ONWARD TRANSFER

PreTrax discloses personal data that it collects to its customers for employment screening and other services that we may provide to them. PreTrax also discloses personal data to our service providers ( i.e. including without limitation conducting components of background checks, Web hosting, payment processors, fulfillment, data storage, analysis and legal services). We also may be required to disclose an individual's personal information in response to a lawful request by public authorities, including to meet national security or law enforcement requirements. When transferring personal data to our customers or other third-party controllers (i.e., entities that will control how personal data is processed), we comply with the Notice and Choice Principles, as described above. Consistent with Privacy Shield timing requirements for onward transfer compliance, PreTrax will enter into a contract with the third-party controller for safeguards consistent with Privacy Shield requirements. As noted above, PreTrax also may transfer personal data to service providers acting on its behalf. In such cases, consistent with Privacy Shield timing requirements for onward transfer compliance, PreTrax will enter into contracts and exercise oversight over our service providers consistent with the Privacy Shield's requirements. In cases of onward transfer to third parties of data of EU and Swiss individuals received pursuant to the EU-US and Swiss-US Privacy Shield, PreTrax is potentially liable.

#### SECURITY

PreTrax takes reasonable and appropriate measures to protect personal data from loss, misuse, and unauthorized access, disclosure, alteration, and destruction, taking into account the risks involved in the processing and nature of the personal data.

#### DATA INTEGRITY AND PURPOSE LIMITATION

PreTrax limits the personal data it collects to information that is relevant for the purposes of processing. PreTrax does not process personal data in a way that is incompatible with the purposes for which it has been collected or subsequently authorized by the individual. To the extent necessary for those purposes, PreTrax takes reasonable steps to ensure that personal data is reliable for its intended use, accurate, complete, and current. In the case of "consumer reports" regulated by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et. seq. (FCRA), PreTrax complies with the FCRA's accuracy requirements. PreTrax takes reasonable and appropriate measures to retain personal data only for as long as PreTrax has a legitimate legal or business need to do so, such as customer service, compliance

with legal or contractual retention obligations, retention for audit purposes, security and fraud prevention, preservation of legal rights or other reasonable purposes consistent with the purpose of the collection of the information. PreTrax will adhere to the Principles for as long as it retains personal data transferred in reliance upon the Privacy Shield.

#### COMPLIANCE WITH LAW

PreTrax complies, where applicable, with U.S. laws, particularly the FCRA and its state counterparts, which provide privacy protections for consumer personal data contained in “consumer reports.” In the event of a conflict between this Privacy Shield Privacy Statement and the FCRA or other applicable laws, we will comply with our obligations under the FCRA or other applicable US law.

#### CONTACT US

If you have any inquiries or complaints regarding this policy or our privacy practices, contact us at [orders@pretrax.com](mailto:orders@pretrax.com) or +1 (440) 247-1600.

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