

PreTrax, Inc.

PreTrax Website Privacy Policy and Terms of Use

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 service.

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.

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.

This policy was last updated: June 07, 2017

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