MKW SCREEN  
  
Terms of Service

MKW Screen shall be known as "The Site" in this agreement. In order to access any of the data that The Site provides, users must agree to all of the following terms and conditions.

1. The information reported by The Site constitutes personal information that is regulated by the Fair Credit Reporting Act (FCRA). The provisions of the FCRA can be found [here](https://www.ftc.gov/enforcement/statutes/fair-credit-reporting-act). The Site complies with the FCRA, including:
   * A) Section 607(d), which requires that we provide clients with a prescribed notice of their duties as users of consumer reports under the FCRA. Those duties are set forth at [Obligations of Users Under the FCRA](https://www.sentrylink.com/web/Obligations-of-Users.pdf) and are hereby being provided to you;
   * B) Section 609, which imposes the requirement that CRAs disclose all the information in their files on a consumer upon request; and
   * C) Section 604, which limits the purposes for which information may be provided. We rely upon certifications provided by our clients that the information is sought to be used for (or to be provided for) employment purposes; tenant screening purposes; purposes related to a business transaction initiated by the consumer; other permissible purposes as defined by the FCRA (Section 604 outlines all of the permissible purposes in detail); and no other purpose.
2. For reports used in employment screening, I certify that I have obtained written permission from the applicant to obtain this report. I agree to provide MKW Screen with the mailing address and e-mail address of the report subject upon request. This address will be used by MKW Screen for legal reasons only. Upon failure to provide a mailing address and e-mail address, MKW Screen reserves the right to withhold the report without a refund.
3. I agree not to use the data resold by The Site for any unlawful purposes, including violations of state and federal employment laws or regulations, including specifically, all applicable provisions of the FCRA.
4. I certify that the information I obtain from The Site will be used by me exclusively for "permissible purposes" as defined in the FCRA.
5. I agree to pay for responses returned from my queries of "Criminal Searches" even if said responses include no records found.
6. I acknowledge that the price of each search is for one individual search only.
7. I understand that reports may take time to be completed and verified, and that MKW Screen incurs court fees and other expenses in fulfilling the report. Court delays may happen which are outside of MKW Screen's control and no refund will be due in this case.
8. The materials on this Site and the data resold by The Site are transmitted and distributed "as is" and appear on The Site and in The Site's reports without express or implied warranties of any kind, including, but not limited to, warranties of title or non-infringement, implied warranties of merchantability, or fitness for a particular purpose. MKW Screen makes no warranty as to the quality, accuracy, completeness, timeliness and validity of any materials on The Site or in data resold by The Site.
9. I understand that all information re-sold by MKW Screen is based on public records obtained from state, local, and federal government offices and may not be 100% complete or accurate.
10. I have read the descriptions of the vendor databases used for MKW Screen criminal reports subject to this Agreement included in the Coverage section within The Site or attached hereto and understand the depth and/or limitations of the contents of each database.
11. These terms and conditions are governed by and shall be construed in accordance with the laws of the state of Maryland, without regard to conflicts of law provisions. You hereby consent to the exclusive jurisdiction of and venue of the courts in Prince George's County, Maryland for all legal actions related to The Site, data resold by the The Site, or this Agreement. If any provision of this Agreement is deemed void, unlawful or otherwise unenforceable for any reason, that provision shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in force.
12. MKW Screen reserves the right to change the fees charged for the use of The Site and for use of data resold by The Site, and these terms of use, at any time for any reason.
13. I AGREE TO INDEMNIFY AND HOLD HARMLESS MKW SCREEN, AND ITS OFFICERS, DIRECTORS AND EMPLOYEES FOR ANY CLAIM FOR DAMAGES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED BY MKW SCREEN IN DEFENDING ANY CLAIM FOR DAMAGES) RESULTING FROM INFORMATION DERIVED FROM SEARCHES I PERFORMED ON THE SITE.
14. I UNDERSTAND AND AGREE THAT MY USE OF THE SITE AND/OR DATA RESOLD BY THE SITE IS ENTIRELY AT MY SOLE RISK. I UNDERSTAND AND AGREE THAT MKW SCREEN WILL NOT BE RESPONSIBLE TO ME OR ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES INCURRED IN CONNECTION WITH MY USE OF THE SITE OR DATA RESOLD BY THE SITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF MKW SCREEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
15. I have received (by virtue of clicking this [hyperlink](https://www.sentrylink.com/web/Obligations-of-Users.pdf)) the prescribed notice of my duty as a user of a consumer report under the FCRA.

**Additional FCRA Certifications for Employment-Related Checks**

I, the "End-User" certify as follows:

1. A clear and conspicuous disclosure has been made in writing to the consumer by End-User (in a document that consists solely of the disclosure) stating that a consumer report may be obtained for employment purposes;
2. The consumer has authorized in writing the procurement of the consumer report that is being ordered;
3. Information from the report to be provided by The Site will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and
4. If applicable, End-User will comply with the adverse action requirements described in Section 604(b)(3) of the Fair Credit Reporting Act, as well as any other pertinent adverse action requirements.

**Additional FCRA Certifications for California**

To the extent that that the consumer about which you are ordering a report resides in California, is applying to work in California, or presently works in California, you, the "End-User", certify that you have met all California legal requirements for obtaining an investigative consumer report from The Site. Among other things, you certify that:

1. A clear and conspicuous written notice has been provided to consumer that is the subject of the report (in a document that consists solely of the disclosure) specifying: (1) that an investigative consumer report may be obtained; (2) End-User's permissible purpose for receiving the report; (3) that the report may include information on the consumer's character, general reputation, personal characteristics, and mode of living; (4) MKW Screen name, address, and telephone number; (5) the nature and scope of the investigation requested, including a summary of the provisions of Cal Civ. Code. 1786.22; and (6) MKW Screen website address (so the consumer can find more information about MKW Screen privacy practices and whether the consumer's personal information will be sent outside of the United States or its territories);
2. You provided the consumer an opportunity to check a box on a document to indicate that he/she would like a copy of the report, and such document included MKW Screen name, address, and telephone number and how to contact MKW Screen.
3. You will provide a copy of the report to the consumer within three business days of receiving the report from MKW Screen if the consumer checks the box requesting a copy of the report; and
4. You will comply with Cal. Civ. Code 1786.40, if the taking of adverse action is a consideration.