



Account Activation Request

By executing and submitting this Account Activation Request (“Activation Request”), Customer hereby requests that Guardian Alliance Technologies, Inc. (“Guardian”) activate an account on Guardian’s cloud-based software platform (the “Guardian Platform”) for use by Customer and its Authorized Users (the “Customer Account”).

Customer Name (Agency Name – enter above)		
Street Address, City, State, Zip		
Authorized Representative Name and Title		Authorized Rep Phone Number
Contact Name for Billing	Billing Contact Phone #	Ext
Billing Contact Email Address		
Please provide the figures below based on best estimates if you don’t know actual numbers.		
Agency Size Total Personnel: _____ Authorized Sworn Strength: _____ Sworn Officers Actual: _____		
Approximately how many backgrounds did your agency conduct in the last 12 months? _____		

Upon receipt of a signed copy of your Activation Request, Guardian will establish a User Account for an Account Administrator. The “Account Administrator” will be the individual responsible for authorizing and managing activity occurring under the Customer Account.

The Account Administrator will have the authority and ability, through their User Account, to establish a User Account for each other individual authorized by Customer to use the Guardian Platform on Customer’s behalf (each, an “Authorized User”). Additionally, the Account Administrator shall be responsible for deactivating Authorized User accounts when necessary.

1. General.

- 1.1 **Fees.** Customer agrees to pay all of the fees associated with its use of the Guardian Platform in accordance with the Platform Pricing set forth on Exhibit A, as may be updated as set forth herein (the “Fees”).

- 1.2 **Price Assurance.** The prices reflected in Exhibit A shall remain in effect for a minimum of 12 months (“Price Lock Period”) from the Effective Date on the signature page hereof.
 - 1.3 **Price Changes.** After the expiration of the Price Lock Period, Guardian reserves the right to change any price/fee, provided that Guardian provides Customer with written notice of the change at least 60 days prior to the date the change is to become effective.
 - 1.4 **Payment Terms.** Customer will be invoiced at the end of each calendar month for all use of the fee-based features that occurred during such calendar month. Invoices will be due upon receipt. Invoices shall be considered past due after 45 days after issuance. NOTE: The Annual Training and Support Fee will be billed at the end of the calendar month in which your signed Account Activation Request.
 - 1.5 **Failure to Pay.** Guardian reserves the right to deactivate Customer’s access to the Guardian Platform if any payment is not received within 60 days of the invoice date.
 - 1.6 **Terms of Service.** By accessing and using the Guardian Platform, Customer agrees to be bound by the Guardian Terms of Service and Privacy Policy.
 - 1.7 **Termination by Customer.** Customer may terminate this Agreement and request that their Account be deactivated at any time, for any reason. In the event of Termination by Customer, Customer agrees to pay for all system use that occurred prior to the date of Notice of Termination.
 - 1.8 **Notice of Termination.** In the event Customer wishes to Terminate this Agreement and deactivate their Account, a Notice of Termination (“Notice”) shall be delivered to Guardian by emailing billing@guardianalliancetechnologies.com
 - (a) Customer shall receive acknowledgement of receipt by Guardian on the same business day that Notice is sent.
 - (b) In the event that Customer does not receive an email response acknowledging receipt of Notice of Termination, Customer shall call 415-655-2733 to confirm receipt verbally and request an email confirmation. With or without “same day” confirmation, Customer will be deemed to have Terminated on the date that Notice is sent.
2. **Whitelist.** Content filtering systems in use by Customer, if any, may unexpectedly cut parts of html pages out of the user interface as well as some email traffic, lead to unexpected errors, broken links, unclickable buttons, partially loaded pages or other unintended/unpredictable behaviors with the Guardian Platform. These issues are completely resolved by “whitelisting” all Guardian domains. By whitelisting the domains below, these potential problems can be avoided.
- (a) guardian.network
 - (b) www.guardianalliancetechnologies.com
 - (c) www.guardianalliancetechnologies.com
3. **Marketing.** Guardian may use Customer’s name as part of a general list of Customers and may refer to Customer as a user of the Services in its general advertising and marketing materials.

IN WITNESS WHEREOF, Customer is causing this Account Activation Request to be executed by its duly authorized representative:

Customer:

Signature of Authorized Representative

Print Name

Title

Effective Date

EXHIBIT A

Guardian Background Investigation Software Major System Features and Line-Item Prices

Guardian’s pricing model allows your agency to invite and pre-screen applicants at **no cost**. Fees are incurred only when an applicant is advanced to a full background investigation and assigned to an investigator. For example, if 300 applicants are added to the system and 100 pass pre-screening, your agency incurs fees only for the 100 applicants who move forward.

This approach eliminates the need for manual pre-screening and avoids paying for applicants who are immediately disqualified, allowing your agency to fully utilize the system while controlling costs.

Both monthly and annual payment options are available. Annual plans are based on anticipated usage over a 12-month term. Please contact us for additional details.

TRIAGE CENTER (APPLICANT PRE-SCREENING)	Invite and pre-screen an unlimited number of applicants at no cost. Advance only qualified candidates to a full background investigation. <ul style="list-style-type: none"> • Rapid pre-screening of the full applicant pool • Visibility into applicants who have applied with other Guardian agencies • Identification of changes made by repeat applicants • Comprehensive applicant tracking and reporting • Concerns Report, Document Management, NDI Access 	FREE UNLIMITED USE	
INVESTIGATION CENTER	Manage full background investigations from assignment through completion. <ul style="list-style-type: none"> • Agency Checks (fax + email) • Secure file sharing and audit logging • API access + Single Sign-On (Entra ID / Okta) • Custom questionnaires and forms • Auto generated final background report 	\$68.00 per investigation (no minimums)	
APPROVAL CENTER	Route completed background investigations through your chain of command with configurable approvals and full audit tracking.	INCLUDED	
SOCIAL MEDIA SCREENING REPORTS	Identify relevant publicly available online content with summary reporting aligned to agency-defined criteria. FCRA & EEOC compliant.	\$45.00 per screening (optional, no minimums)	
CREDIT REPORTS	Order credit reports within the investigation workflow with the click of a mouse (TransUnion). FCRA compliant.	\$15.00 per report (optional, no minimums)	
TRAINING AND SUPPORT	This fee covers onboarding, training, and ongoing support for agency personnel, along with system updates, enhancements, and secure data storage required to effectively manage background investigations. This service ensures agencies have continued access to training resources, user support, and system functionality as their hiring needs evolve and system users cycle through use of the Guardian Platform.	TOTAL AGENCY PERSONNEL 1-49 50-99 100-199 200-399 400-999 1,000+	TRAINING AND SUPPORT FEE \$500/yr \$750/yr \$1,000/yr \$1,500/yr \$2,500/yr Ask For Quote

FAIR CREDIT REPORTING AGREEMENT

This Agreement, made as of the date reflected in the Signature fields on pages 3 and 5 (the "Effective Date") is hereby made between **Guardian Alliance Technologies, Inc.**, having an address of 11 S. San Joaquin St., 8th Floor, Stockton, CA 95202 (hereinafter referred to as "GAT"), and

Customer Name (hereinafter referred to as "Customer")

Authorized Rep Name

Street Address, City, State, Zip

Phone Number

The Parties Hereby Agree as follows:

1. **PERFORMANCE.** Following the effective date above and throughout length of service, Guardian, their agents, and data suppliers will exercise their best efforts to deliver consumer data and related services requested by Customer in an expeditious and efficient manner but they shall have no obligation or liability to Customer for any delay or failure of Guardian, its agents, or data suppliers in performance of services under this Agreement.
2. **CONFIDENTIAL TREATMENT.** Under no circumstances will Customer disclose the information provided by Guardian, their agents, or data suppliers under this Agreement to any person other than the consumer for whom the consumer information was drawn. Under no circumstances will Customer resell to any person, the consumer information provided by Guardian, their agents, or data suppliers. All parties hereby acknowledge that the Services and/or data provided any party to the other may include personal information pertaining to individual consumers, and requires that the parties treat such information responsibly and take reasonable steps to maintain appropriate confidentiality and prevent unlawful dissemination or misuse by its employees, officers, agents or any other person with access to such information. The Services and data shall only be used as expressly authorized in this Agreement or in any Addendum. The FCRA and other Federal and State Laws concerning Consumer Privacy, as well as the Credit Reporting Industry, regulate Credit Reporting Agencies and data suppliers. In accordance with those requirements, Guardian, their agents, and data suppliers will not disclose either directly or indirectly to any person, firm or corporation, information of any kind, concerning matters affecting or relating to the business of its Customers or consumers unless the information is already in the public domain or disclosure is permitted or required by law.
3. **COMPLIANCE WITH LAWS.** All parties agree to comply with all federal, state and local laws, rules and regulations applicable to each party's receipt and use of data provided to the other. Guardian reserves the right to revise the terms, conditions or pricing under this Agreement, any Addendum and/or the Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state or local law, rule or regulation, or to address matters concerning privacy and confidentiality, following reasonable notice to Customer.
4. **FCRA REQUIREMENTS.** The Fair Credit Reporting Act affects you as a user of information. You and your employees should become familiar with the entire Federal Credit Reporting Act including the Fair and Accurate Credit Transaction Act of 2003 and the Financial Literacy and Education Improvement Act. Guardian strongly endorses the letter and spirit of the FCRA. We believe that these laws and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce. In addition to the FCRA, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate. Please log onto www.ftc.gov for more information.
5. **NEGATION OF LIABILITY.** Guardian, their agents, and data suppliers shall exercise their best efforts to furnish to Customer reliable data, but Guardian, their agents do not and cannot guarantee the correctness or completeness of such consumer data. Neither Guardian, their officers, employees, agents, or data suppliers shall be liable to the Customer for any claim, injury or damage as a consequence of furnishing such data.
6. **CUSTOMER'S CERTIFICATION.** Customer hereby certifies to Guardian that consumer reports will be obtained and used exclusively for screening prospective employees and that Customer will comply with the following provisions:
 - a. Customer may not procure a consumer report without the advanced written permission of the consumer.
 - b. In addition, Customer may not procure a consumer report or cause a consumer report to be procured, for employment purposes, with respect to any consumer unless:
 - i. a clear and conspicuous disclosure has been made in writing to the consumer before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
 - ii. the consumer has authorized in writing the procurement of the report by the Customer.

- c. In using a consumer report for employment purposes, **before** taking any adverse action based in whole or in part on the report, Customer shall provide to the consumer to whom the report relates:
 - i. a copy of the report; and
 - ii. a description in writing of the rights of the consumer under the Act, a copy of which is attached hereto (“Summary of Consumer Rights”) as Exhibit 1.
 - d. After taking any adverse action based in whole or in part on the report, Customer shall provide to the consumer to whom the report relates:
 - i. oral, written, or electronic notice that adverse action has been taken based in whole or in part on a consumer report received from Guardian; and
 - ii. the name, address, and telephone number of Guardian along with a statement that Guardian did not make the decision to take the adverse action and cannot provide the consumer specific reasons why the adverse action was taken; and
 - iii. oral, written, or electronic notice of the consumer's right to obtain a free copy of a consumer report from Guardian and may dispute the accuracy or completeness of any information furnished in the report.
 - e. The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
 - f. Customer agrees to retain the consumer's written authorization for a period of five years unless local jurisdictions stipulates otherwise. From time to time Guardian may request proof of the consumer’s written authorization as part of its compliance auditing procedures. Customer agrees to comply with such requests.
 - g. If the applicant is a resident of CA, OK, or MN and requests to receive a copy of the completed consumer report, Customer agrees to provide a copy of the completed report to the applicant. For the convenience of the Customer, the sample release provided by Guardian includes a check box allowing an applicant with residency in these states to request a copy of the report.
7. **ACCESS SECURITY REQUIREMENTS.** We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing the Services under this agreement, you agree to the following security provisions:
- a. Make all employees aware that your company can access consumer information **only** for the purpose of screening prospective employees. **You or your employees may not access your own reports, as this does not constitute a permissible purpose.** Nor should you or your employees access the report of a family member or friend unless it is for employment screening purposes.
 - b. You must protect your account number and password so that only key personnel employed by your company know this sensitive information. System access software must have your account number and password “hidden” or embedded and be known only by supervisory personnel. Do not discuss your account number and password by telephone with any unknown caller. Restrict the ability to obtain consumer reports to only personnel that require this information. Place all terminal devices used to obtain consumer reports in a secure location within your facility.
 - c. After normal business hours, be sure to turn off and lock all devices or systems used to obtain consumer reports; secure hard copies and electronic files of consumer reports.
 - d. Shred or destroy all hard copy consumer reports when no longer needed. Erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.

Signatures

Customer:

Signature of Authorized Representative

Print Name

Title

Effective Date

Guardian Alliance Technologies, Inc:

Signature of Authorized Representative

Adam Anthony

Print Name

COO

Title