

# Terms of Service

Effective Date: September 19, 2025

**IMPORTANT NOTICE:** THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 13), WHICH GOVERNS HOW DISAGREEMENTS AND CLAIMS BETWEEN YOU AND CHECKR CAN BE RESOLVED. IT AFFECTS YOUR LEGAL RIGHTS UNLESS YOU OPT-OUT, AS DETAILED IN SECTION 13 BELOW. PLEASE READ CAREFULLY.

These Terms of Service (the "Terms") contain the terms and conditions that govern your access to and use of the services provided by Checkr, Inc. ("Checkr"), including those available on Checkr's website and other websites offered by Checkr, its affiliates and partners — including obtaining, delivering, and managing background reports; obtaining status information; requesting a copy of your consumer file; and any disputes relating to your background check (collectively, the "Services"). Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms.

You must be 13 years old or the age of majority in your jurisdiction to use the Services. If you are under 13 years old, you may not provide personal information to Checkr, make a purchase on the Site, or register on the Site.

To the extent these Terms conflict with a separate Services Agreement with Checkr, the Services Agreement shall govern.

## 1. Customers, Users and Use of Services

The Terms apply to Checkr customers and users of the Services, including individuals, business entities, nonprofit organizations, Site visitors, and users of affiliate websites ("Users," "you," or "your"). If you use the Services on behalf of a business entity, you represent and warrant that you have the authority to bind that entity.

You agree that the information you provide to Checkr shall be accurate. If you authorize Checkr and/or a third-party to obtain background check reports about you, you understand that: (1) the authorizing party may obtain information about your character, general reputation, and mode of living, which can involve personal interviews; (2) reports may include criminal history, credit history, eviction records, social security trace, motor vehicle records, drug screening, and verification of education or employment history; and (3) a law enforcement agency, administrator, state or federal agency, institution, school, information service bureau, employer, or insurance company may furnish background information requested by Checkr.

## 2. Your Account

You may need to register an account with Checkr in order to utilize the Services. You are responsible for maintaining the confidentiality of and restricting access to your account, username, and password. You are responsible for providing and maintaining current, complete, accurate and truthful information. You shall be responsible for all activities that occur under your account. Checkr reserves the right to refuse to provide the Service and/or terminate your account without prior notice.

## 3. Intellectual Property and Limited License

All intellectual property rights in connection with the Site and Services shall be owned by Checkr, including database rights, patents, copyrights, trademarks, trade secrets, design rights, know-how, and all similar rights (collectively,

"Intellectual Property Rights"). These rights are protected by United States and international laws.

Subject to these Terms, Checkr grants you a worldwide, limited, revocable, non-exclusive, non-transferable license to access and use the Site and Services as provided. Neither the Services nor any portion of the Site may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited without Checkr's express, prior written consent.

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## 4. Copyright Infringement Notices

Checkr respects the intellectual property of others. Consistent with the Digital Millennium Copyright Act, if you believe that copyrighted materials have been copied in a way that constitutes copyright infringement, please send written notice to Checkr's Designated Agent including:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work(s) claimed to have been infringed;
- A description of the infringing material and its location on the Site;
- Your address, telephone number and email address;
- A statement that you have a good faith belief that the use is not authorized by the copyright owner;
- A statement, made under penalty of perjury, that the above information is accurate and you are the copyright owner or authorized to act on their behalf.

**Designated Agent:** CT Corporation System, 330 N Brand Blvd, Ste 700, Glendale, CA 91203 | CorporationTeam@wolterskluwer.com

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## 5. User Content

Checkr may permit you to post, upload, publish, submit or transmit content or feedback through the Services ("User Content"). You hereby grant Checkr a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free license to use, copy, display, adapt, distribute, reproduce, transmit, modify, and otherwise exploit such User Content to provide the Services.

You represent and warrant that you are the sole and exclusive owner of all User Content or control all rights necessary to grant Checkr the rights described. You agree not to submit User Content that is unlawful, harmful, abusive, harassing, defamatory, vulgar, obscene, pornographic, false, fraudulent, or that infringes any intellectual property rights.

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## 6. Use Restrictions

You represent and warrant that you will not do or attempt to do any of the following:

- A. Use the Site or Services for unauthorized purposes (e.g., to obtain information related to background checks on someone other than you);
- B. Use the Site or Services for the benefit of any third party without Checkr's prior written permission;
- C. Copy, distribute, rent, lease, sublicense or transfer the Services; modify, decompile, reverse engineer, or disassemble the Site or Services; create derivative works; or use the Services to develop a competitive product offering;
- D. Use agents, robots, scripts, spiders, crawlers or other automated tools to collect, scrape, index, mine, or manage the Services or personal information of others without Checkr's prior written permission;
- E. Access the Site or Services for improper, illegal, or unauthorized purposes, including in violation of the Fair Credit Reporting Act, Civil Rights Act, or Equal Employment Opportunity Act;

- F. Misrepresent yourself, your identity, or information about you;
- G. Take any action that may unreasonably encumber the Services' infrastructure, bypass security measures, distribute malware, or violate any Intellectual Property Rights;
- H. Use the Site or Services for any reason not explicitly authorized by these Terms;
- I. Frame or utilize framing techniques to enclose the Site or any portion thereof;
- J. Violate any applicable local, state, national, or international law.

**Notice of Penalty under the FCRA:** THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

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## 7. Updates

Except as provided in the Arbitration and Class Action Waiver section, Checkr reserves the right to change and revise these Terms at any time by posting changes on the Site. Changes are effective immediately upon posting. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Terms.

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## 8. Authorization for Background Check & Certain Rights Under the FCRA

The Services may allow you to request a copy of your background check or background reports about you. By requesting a copy, you authorize Checkr and its contractors/providers to use the information you provide for purposes of conducting background checks and producing reports. You agree that Checkr has no obligation to monitor or edit the information you submit and that you are solely responsible for the completeness and accuracy thereof.

Nothing in these Terms shall affect your right to: (a) access certain information in your file by contacting Checkr, or (b) request Checkr to investigate information in your background check that you believe is inaccurate or incomplete, as provided in 15 U.S.C. §§ 1681c-1, 1681g, and 1681i of the FCRA.

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## 9. Fees

In connection with your use of the Services, Checkr may charge certain fees ("Fees"). You agree to pay all applicable Fees based on the terms then in effect. Once Services have been initiated, Fees are nonrefundable. Charges will appear on your account as "Checkr, Inc. // Checkr.com."

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## 10. Warranties and Disclaimers

Each party represents and warrants to the other that: (i) it has the full power and authority to enter into the Terms; and (ii) the Terms constitute a legal, valid and binding obligation.

DISCLAIMER. YOU ACKNOWLEDGE THAT THE SITE AND ITS CONTENT AND SERVICES ARE PRESENTED "AS IS." CHECKR OBTAINS THE INFORMATION IN ITS REPORTS FROM THIRD PARTY SOURCES "AS IS", AND THEREFORE PROVIDES THE INFORMATION TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. CHECKR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CHECKR EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.

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## 11. Indemnification

You agree to defend, indemnify and hold Checkr, and its subsidiaries, affiliates, partners, licensors, directors, officers, employees, and agents harmless for any damages, losses, judgments, costs, or expenses, including reasonable attorneys' fees, arising from any third party claim arising out of or relating to: (a) your use of the Site, Services or User Content in violation of any law; (b) your breach of any covenants, representations or warranties of these Terms; (c) any part of your User Content; or (d) your willful or malicious conduct.

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## 12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CHECKR AND ITS SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY: (A) INTERRUPTION OF SERVICES; (B) ACCESS DELAYS OR INTERRUPTIONS; (C) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, OR OTHER MODIFICATION; (D) LOSS OR DAMAGES FROM DEALINGS WITH OFF-WEBSITE LINKS; (E) COMPUTER VIRUSES OR SYSTEM FAILURES; (F) ANY INACCURACIES, ERRORS OR OMISSIONS IN CONTENT; OR (G) EVENTS BEYOND CHECKR'S REASONABLE CONTROL.

FURTHER, CHECKR WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY KIND (INCLUDING LOSS OF REVENUE OR PROFITS) ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES, EVEN IF CHECKR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SUCH DAMAGES EXCEED THE AMOUNT PAID BY USER TO CHECKR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE INITIATION OF ANY CLAIM.

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## 13. Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND CHECKR CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND CHECKR TO SUBMIT CLAIMS TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION.

### 13.A. Agreement to Arbitrate

You and Checkr mutually agree to give up the right to resolve disagreements, claims, or controversies in a court of law by a judge or jury, and agree to binding and final arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, et seq. This arbitration agreement shall survive even after these Terms or any Services terminate.

### 13.B. Claims Covered by Arbitration

Other than the exceptions in Section 13.D, You and Checkr agree that any disagreement, claim, or controversy arising out of or relating in any way to these Terms, or Your access to and/or use of the Services, shall be resolved by final and binding arbitration to the fullest extent allowed by law.

### 13.C. Delegation to Arbitrator

If there is a disagreement about the arbitrability of any claim, You and Checkr agree that this threshold disagreement shall be delegated to the arbitrator (not a court). The Arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or waiver of this Agreement.

### 13.D. Claims Not Covered by Arbitration

The following types of claims are not required to go through arbitration:

- Small claims actions demanding \$10,000 or less brought on an individual basis within a small claims court's jurisdiction;
- Applications for provisional remedies, preliminary injunctions, and temporary restraining orders relating to intellectual property rights;
- Disputes that applicable federal statutes exempt from arbitration, overriding the FAA.

### **13.E. Class Action Waiver**

Except as otherwise required under applicable law, You and Checkr agree to bring and resolve any claims only on an individual basis and not as a named-plaintiff or class member in any class, mass, or representative proceeding. The arbitrator may not consolidate more than one party's claims and may not preside over any class or representative proceeding unless you and Checkr agree otherwise in writing.

### **13.F. Arbitration Rules, Procedures, and Costs**

The arbitration shall be administered by the American Arbitration Association (AAA) before a single arbitrator. The arbitrator will apply the applicable AAA rules in effect at the time the arbitration commences (available at [www.adr.org](http://www.adr.org)). Individual persons bringing claims of \$10,000 or less: Checkr will agree to pay all filing, administrative, or hearing fees charged by the AAA. Individual persons bringing claims exceeding \$10,000: AAA Consumer Arbitration Rules will govern payment; your filing fee is limited to \$200.00.

### **13.G. Severability**

Except for the Class Action Waiver in Section 13.E, if any clause within this arbitration agreement is found to be illegal or unenforceable, that specific clause will be severed and the remainder of the arbitration agreement will be given full force and effect.

### **13.H. Opt-out**

If you are an individual person, you have the right to opt-out of this arbitration agreement by sending written notice to Checkr — clearly indicating your intent to opt out, including name, phone number, and email — via email ([arbitration@checkr.com](mailto:arbitration@checkr.com)) or U.S. Mail (Checkr, Inc., Legal Department, 1 Montgomery Street, Suite 2400, San Francisco, CA 94104). Your opt-out notice must be sent within 30 days of your agreement to these Terms.

### **13.I. Pre-Arbitration Notification and Negotiation Process**

Prior to initiating an arbitration, You and Checkr each agree to first attempt to negotiate an informal resolution. This is initiated by providing written notice including a brief statement describing the name, address, contact information, facts giving rise to the claim, and relief requested. You must send notice to Checkr via email ([legal@checkr.com](mailto:legal@checkr.com)) or U.S. Mail to the Legal Department. After a good faith effort, if the claim cannot be resolved informally, the party intending to pursue arbitration must file with the AAA.

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## **14. Third-Party Links**

The Services may contain links to third-party websites and other resources that are not owned or controlled by Checkr. These links do not imply any endorsement by Checkr or assumption of any responsibility for such third-party sites. If you access a third-party website from the Services, you do so at your own risk. You expressly relieve Checkr from any and all liability arising from your use of any third-party website, service, or content.

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## **15. General**

**A. Governing Law** — Except for the Arbitration Agreement and Class Action Waiver in Section 13, these Terms are governed by the laws of the State of California without regard to choice of law rules or principles.

**B. Assignment** — You may not assign any of your rights or obligations under these Terms without the prior written consent of Checkr. Any attempted assignment in violation of this clause is void.

**C. Integration** — These Terms constitute the parties' complete and exclusive agreement concerning the use of the Site and Services, and supersede and govern any and all prior or contemporaneous proposals or agreements relating to the Site and Services.

**D. Force Majeure** — Checkr will not be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including labor disputes, internet or telecommunications failures, war, terrorism, riot, acts of God, or governmental action.

**E. Miscellaneous** — The parties are independent contractors. There are no third-party beneficiaries to these Terms. If any provision is found unenforceable, it will be interpreted to best accomplish the provision's essential purpose. The following Sections survive any expiration or termination of these Terms: 2-3, 5, 8-13 and 15.

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## 16. Notices and Consent to Receive Notices Electronically

You consent to receive any agreements, notices, disclosures and other communications (collectively, "Notices") to which these Terms refer electronically including, without limitation, by e-mail or by posting notices on this Site. You agree that all Notices that Checkr provides to you electronically satisfy any legal requirement that such communications be in writing.

Written notice may be sent via first-class mail to CHECKR LEGAL DEPARTMENT, 1 MONTGOMERY STREET, SUITE 2400, SAN FRANCISCO, CA 94104 or via e-mail to [legal@checkr.com](mailto:legal@checkr.com).