

TERMS & CONDITIONS

You must Read and Accept the Terms and Conditions below to Submit Your Registration

CRST INTERNATIONAL AND COMPANIES ONLINE USER AGREEMENT

Welcome to the CRST International website where you can find employment history information on individuals stored by us. The terms and conditions of this Online User Agreement (“Agreement”) are between CRST International, Inc., an Iowa Corporation, on behalf of itself and its subsidiary and affiliated companies, including CRST Expedited, Inc., an Iowa corporation (collectively, “CRST”) and its users (“User”) executing by electronic acceptance herewith. These terms and conditions govern the requirements of the User under this Agreement as of the date (“Effective Date”) reflected on User’s electronic acceptance herewith. This information is protected by federal and state law and may be released only under limited circumstances.

THE OBTAINING OF INFORMATION CONTRARY TO THE FOLLOWING CONDITIONS MAY CONSTITUTE A CRIMINAL OFFENSE SUBJECTING USER TO CRIMINAL PENALTIES AS WELL TO CIVIL LIABILITY. FURTHER, IF WE DISCOVER ANY MISUSE OF INFORMATION BY USER, USER’S ACCESS IN THE FUTURE WILL BE DENIED. TERMS AND CONDITIONS

1. Identity of User. CRST must confirm User’s identity and determine that User’s organization has a legitimate reason to request reports from CRST. However, if User’s business or the ownership of User’s business changes User must advise CRST at 3930 16th Avenue SW, Cedar Rapids, Iowa 52406; and we will certify User again to receive reports.
 - a. User’s purpose for requesting a report must be for the purpose of verifying employment history and confirming whether an individual, about whom a report is requested, is under Contract with CRST.
 - b. If User is not requesting the report for employment verification, do not proceed further. Note the foregoing warning.
2. Representations by User. As a User you agree and represent to CRST the following as a condition to obtain a release of the requested information:
 - 2.1 User represents that it is an existing business with a legitimate need for the report offered by CRST. User specifically represents and warrants that the employment verification reports, whether electronically transmitted, printed, written or oral submitted to User by CRST are and shall be for the exclusive use of User. User further represents that User is the end user of all employment verification reports requested, and User shall not transfer nor resell any reports to a third party except as otherwise required by law or permitted by this Agreement. User will request reports from CRST only for the purpose of verifying employment history and whether such individuals about whom reports are requested are under contract with CRST.
 - 2.2 If User is a motor subject to the regulations of the Federal Motor Carrier Safety Administration (“FMCSA”) and User is requesting information to hire a driver, User represents that User has provided the following to the driver, who is the subject of the requested report, prior to the driver submitting an application to User

- a. User has informed the driver that the information supplied by the driver on the application will be used in the hiring process; and
- b. User has advised the driver of his/her procedural rights outlined in 49 C.F.R. Part 391. (A copy of the FMCSA Driver Procedural Rights is available through "Downloads" located in the top right portion of the Main Search Screen).

3. Confidentiality of Information.

3.1 Reports provided by CRST to User are considered confidential by law. Upon receipt, User shall treat all reports and any other documentation in strict confidence and shall not reveal or make such information accessible in any manner to any third party except as otherwise required by law or permitted by this Agreement. Such information shall be maintained in confidential files so access is restricted. Only those employees who need such information to perform their job duties shall have access to the same. The disposition/destruction of this information is also protected by law. User agrees that User will dispose of the reports in a confidential manner. If the reports are reduced to hard copies User shall destroy the documents in a manner that prevents a third party from obtaining the information contained in the reports. Electronic files shall also be deleted and permanently purged from systems and databases.

3.2 All information furnished by CRST is confidential and will not be disclosed to any party, except as stated in this Agreement. Information may be disclosed to:

- a. The employees or agent of User who will use the information for the purposes for which it was ordered;
- b. CRST, its employees, agents and attorneys;
- c. The individual who is the subject of the report;
- d. Government agencies exercising a right to review User files for compliance of any applicable law or regulation;
- e. Insurance companies authorized by User to access information on User's current employees/contractors for insurance underwriting purpose;
- f. Attorneys for User's prospective employee in connection with a matter in which such report is relevant; and
- g. Otherwise from time to time as may be authorized by law.

4. Termination of Agreement. This Agreement is without term and can be terminated at any time by either party, in writing, with or without cause. However, the Agreement shall govern the duties of the parties until the Agreement is terminated. User's duties under this Agreement shall survive the termination of this Agreement.

5. Modification of Agreement. This Agreement is intended to be subject to, and in compliance with all applicable federal and state statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and CRST and User hereby consent and agree to any such amendment or modification. Further, invalidity of any one provision shall not affect the validity of the other provisions.

6. Venue. This Agreement shall be governed by the laws of the State of Iowa regardless of any conflicts of laws or rules which would require the application of the laws of another jurisdiction. CRST and User hereby consents to the jurisdiction of the state or federal courts located in the County of Linn,

State of Iowa. The parties accept the jurisdiction of the aforesaid courts and waive any defense of forum non conveniens.

7. Assignment. This Agreement is assignable by CRST at any time to its successor in interest. However, due to obligations of CRST to obtain specific certifications from its users prior to providing reports, User cannot assign in whole or in part this Agreement to any party, even a successor organization.
8. By electronic acknowledgment hereto, User represents acceptance and compliance to the terms and conditions herein contained in the Agreement on this date.