**CBSV Addendum**

This Supplement to Vetzu’s Master Services Agreement dated \_\_\_\_\_\_\_(**“MSA”**) is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Effective Date**”), by and between Vetzu Inc, an Illinois corporation, located at 1700 Park Street, Suite 212, Naperville, IL- 60563 (“**Vetzu**” ), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ “**Client**,” a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation, with its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

This Content Based Social Security (CBSV) Addendum serves as a supplement to the parties’ MSA and does not modify, amend, or delete any existing terms therein, except as expressly set forth in this Agreement.

**NOW THEREFORE,** for good and valuable consideration by both parties, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Client requests to receive Consent Based Social Security Verification (CBSV) as part of the consumer report being delivered, and therefore, Client shall agree as follows:

1. Client certifies that it will request, receive and use the Services in compliance with the FCRA and other applicable laws.
2. Client understands and acknowledges that Section 1140 of the Social Security Act authorizes the Social Security Administration (“SSA”) to impose civil monetary penalties on any person who uses the words “Social Security” or other program-related words, acronyms, emblems and symbols in connection with an advertisement, solicitation or other communication, “in a manner which such person knows or should know would convey, or in a manner which reasonably could be interpreted or construed as conveying, the false impression that such item is approved, endorsed, or authorized by the Social Security Administration ”.
3. Client understands Client, and any of its agents or end- user(a business organization or institution that is the original requesting source for the SSN verification by a contractual relationship with Client), is SPECIFICALLY PROHIBITED from using the words “Social Security” or other CBSV program-related words, acronyms, emblems and symbols in connection with an advertisement for “identity verification.” Client represents and certifies that under no circumstances shall Client, nor any of its agents or end-users, use the words “Social Security” or other CBSV program-related words, acronyms, emblems and symbols in connection with an advertisement for “identity verification.”
4. Client understands Client, and any of its agents or end-users, is SPECIFICALLY PROHIBITED from advertising that SSN verification provides or serves as identity verification. Client represents and certifies that under no circumstances shall Client, nor any of its agents or end-users, advertise that SSN verification provides or serves as identity verification.
5. Client understands and agrees the SSA has the right of access to all books and records of the Client, or agents or end-users, associated with the CBSV program at any time. Client shall fully cooperate with SSA.
6. Client understands and acknowledges that SSA will verify social security numbers (“SSNs” or “SSN”) solely for the purposes specified on the individual Consent Forms associated with the verification requests. Client certifies that Client shall use the verified SSN only for the purpose(s) specified by the Client and shall make no further use or re- disclosure of the verified SSN. Client shall ensure that its employees use the verified SSN for no other purpose. Client understands and acknowledges exceeding the scope of the consent as specified in the signed Consent Form violates state or Federal law and subjects the Client to civil and criminal liability. SSA recognizes that the Client may seek verification of the Client’s SSN on behalf of a principal or end-user pursuant to the terms of the Client’s Consent Form. In this case, the Client shall ensure that the principal or end-user agrees in writing to use the verification only for the purpose stated in the Consent Form, and make no further use or re-disclosure of the verified SSN.
7. Client understands and acknowledges the information obtained from records maintained by SSA is protected by federal statutes and regulations, including 5 u.s.c. § 552a(i)(3) of the privacy act. Vetzu shall have no liability for any fines or penalty imposed on the Client pursuant to these provisions.
8. Client understands and agrees Client shall be entirely responsible for its use, and that of its end-users, use of the Services. Client agrees to indemnify, defend and hold harmless Vetzu from and against any and all claims, liabilities, judgments, penalties, losses, costs, damages and expenses, including reasonable attorneys' fees, of whatsoever kind or nature, arising by reason of or in connection with any act under or in violation of this Addendum or resulting from the use, disclosure, sale or transfer of the Services or by virtue of Client’s, or its end-user’s, use of the Services or any information obtained from Services or through use of the Services, either directly or indirectly.
9. Client understands and agrees that Personally Identifiable Information (PII) is defined as any information about an individual maintained by an entity, including any information that can be used to distinguish or trace an individual’s identity, such as name, SSN, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical education, financial, and employment information.
10. Client understands and agrees that Client shall establish, maintain, and follow its own policy and procures to protect PII, including policies and procedures for reporting lost or compromised, or potentially lost or compromised PII. The Client shall inform its end-users which handle PII of their individual responsibility to safeguard such information. In addition, the Client shall, within reason, take appropriate and necessary action to: (1) educate its end-users on the proper procedures designed to protect PII; and (2) enforce their compliance with the policy and products prescribed. Client shall properly safeguard PII from loss, theft, or inadvertent disclosure. Client is responsible for safeguarding this information at all times, regardless of whether or not the user is at his or her regular duty station.
11. Client understands and agrees that Client or its end-users becomes aware or suspects that PII has been lost, compromised, or potentially compromised, the Client, in accordance with its incident reporting process, shall provide immediate notification of the incident to Vetzu. The Client shall ensure that it or its end-users has been given information as to who the primary and alternate SSA contacts are and how to contact them. The Client has provided the primary SSA contact or the alternate as applicable with updates on the status of the reported PII or loss or compromise as they become available bust shall not delay the initial report. The Client shall provide complete and accurate information about the details of the possible PII loss to assist the SSA contact/alternate, including the following information:
    1. Contact information;
    2. Description of the loss, compromise, or potential compromise (i.e., nature of loss/compromise/potential compromise, scope, number of files or records, type of equipment or media, etc.,) including the approximate time and location of the loss;
    3. A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.);
    4. Name of SSA employee contacted;
    5. Whether the Client or the Authorized User has contacted or been contacted by external organizations (i.e., other agencies, law enforcement, press, etc.);
    6. Whether the Client or the Authorized User has filed any other reports (i.e., Federal Protective Service, local police, and SSA reports); and
    7. Any other pertinent information.
12. Client understands and agrees that neither Client, nor its end-users, shall request CBSV searches unless Client has accepted this Agreement.

Except as provided herein or modified hereby, all terms, covenants and conditions of the MSA remain unchanged. To the extent any provision in this Addendum conflicts with any similar provision in the MSA, the terms set forth on this Addendum shall control.

**FOR CLIENT: FOR VETZU:**

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| --- | --- | --- |
| Authorized Client Representative Signature: |  | Authorized Vetzu Representative Signature: |
| Print Name: |  | Print Name: |
| Title: |  | Title: |
| Date: |  | Date: |