Alabama Interactive, LLC
https://www.alabama.gov/subscriptions
subscriptions@alabamainteractive.org

# Alabama Criminal Background Check Subscriber Registration Agreement

## Subscription Summary

You must be a registered user to access certain e-Government services through Alabama Interactive.

To register, read all the information carefully, complete this agreement and any other required forms (where applicable), and return them to us via email at subscriptions@alabamainteractive.org.

There is a $120 annual subscription fee associated with this service. You may pay by credit card by filling out the information online. Thereafter, the annual registration renewal is $120 and will be billed to your subscription account automatically.

Certain Alabama Interactive services have statutory and/or Alabama Interactive transaction fees associated with them. Information on all fees is provided as an attachment to this Registration Agreement or on the associated subscription service pages.

If you have any questions regarding the information contained within this agreement, please contact Alabama Interactive at 1-866-353-EGOV (1-866-353-3468) or email subscriptions@alabamainteractive.org.

## Registration Steps

1. Complete the online Alabama Background Check subscriber registration form by clicking the "sign up now" link on this page https://www.alabamainteractive.org/acjic_background_check/
2. Sign and return this Agreement. Please send via email to subscriptions@alabamainteractive.org.
3. Upon receipt of the signed and completed agreement, Alabama Interactive will notify the administrator by email when your account has been approved. When you receive this notification, you may begin adding users and using the subscription services immediately.

## Signatures

**Company:** _____

**By:** _____

**Printed Name:** _____

**Title:** _____

**Date:** _____

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# Terms and Conditions

## Alabama Interactive Subscription Service Agreement

This agreement is entered into by the Subscriber and Alabama Interactive for the provision of services as outlined in the Terms and Conditions below. Alabama Interactive offers online access to various databases and related services. By entering into this agreement, the Subscriber agrees to use the services provided by Alabama Interactive in accordance with these Terms and Conditions.

## Terms and Conditions

1. This agreement sets forth the terms and conditions under which Alabama Interactive will provide services to Subscriber.
2. Alabama Interactive reserves the right to withdraw any service without consulting Subscriber prior to withdrawing such service and shall have no liability whatsoever to Subscriber in connection with deletion of any such service.
3. Subscriber acknowledges that he/she has read this Agreement and agrees that it is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This agreement and other notices provided to Subscriber by Alabama Interactive constitute the entire agreement between the parties. This agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. In the event Subscriber issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Subscriber's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.
4. Conditions of Use
    a. Hours of Service: Service will be provided on a non-guaranteed basis seven (7) days per week, twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by Alabama Interactive at its sole discretion.
    b. ID/Account Numbers: Alabama Interactive will issue to the Subscriber a maximum of ten (10) ID/account numbers per annual fee. Subscriber is responsible for preserving the secrecy of his/her account numbers and to ensure that access to services and use of his/her ID/account numbers are controlled by him/her and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations. Subscriber is liable for any and all charges for services to his/her ID/account numbers whether or not authorized by Subscriber.
    c. Copyright and Ownership of Information: Subscriber agrees to comply with any copyright notices and other limitations on use applicable to services, databases, or other information provided through Alabama Interactive services.
5. Payment
    a. Invoices for all services rendered will be prepared by Alabama Interactive and provided by Alabama Interactive. Rates shall be in accordance with the current Alabama Interactive rate schedule. Terms of invoice payment shall be net thirty (30) days.
    b. In addition to the rates contained herein, Subscriber shall pay Alabama Interactive for all sales, use, and excise taxes incurred by Alabama Interactive in providing services to Subscriber.

c. Past due invoices will be subject to a delinquency charge of 1.5% of the amount in arrears per month, or the legal limit, whichever is less. Subscriber agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.

d. Electronic Check Option: Banking institution automatically deducts the amount of usage fees from the checking account monthly.

e. Visa/MasterCard/Discover/American Express Option: Charges the monthly usage fees to your charge card monthly.

f. Monthly Minimum Billing: Alabama Interactive bills you monthly. Monthly charge is actual use, or $15.00, whichever is greater.

g. Default: An account is in default if it is past due or if Subscriber should declare a bankruptcy or insolvency. In the event of default, Alabama Interactive may, at its sole option, block the Subscriber from use of the account either temporarily, until the past due amount is paid, or permanently, regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent Alabama Interactive from exercising this option at any other time or degree of delinquency.

6. Limitation of Liability

a. The remedies set forth in this Agreement are exclusive and in no event shall Alabama Interactive, its directors, officers, agents, or employees be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Subscriber for the services in connection with which a claim of liability is asserted or imposed. Subscriber specifically understands and recognizes that the system by which these services are offered to it is experimental and may experience problems of various kinds resulting in an inability to provide services.

b. Subscriber agrees that Alabama Interactive will not be liable for any claim or demand of any nature or kind whether asserted against Alabama Interactive or against Subscriber by any third party, arising out of the services or materials provided or their use. Subscriber agrees to indemnify and hold Alabama Interactive harmless from claims of third parties arising out of the Subscriber's use of the services or materials provided pursuant to this Agreement.

c. Alabama Interactive shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstances beyond its reasonable control, including problems with or delays caused by its database or other providers.

d. No action or suit, regardless of form, other that an action for payments due Alabama Interactive, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.

e. Alabama Interactive, Alabama state, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on Alabama Interactive shall at no time be liable for any errors in or omissions from information available on the Alabama Interactive network.

7. Warranty

a. Alabama Interactive makes no warranties express or implied, including but not limited to any implied warranties. While Alabama Interactive and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or

representation as to accuracy or completeness is made or implied.

b. Subscriber warrants that it is aware of and will comply with all applicable federal, state, or other laws with regard to access to any and all information, databases, programs, or other products to which access is provided by or through Alabama Interactive.

8. Rate Changes

   a. Rates are as set forth in the Subscription Service Agreement insert and are established by Alabama Interactive at its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below).

   b. The parties may enter into a fixed-term agreement setting forth a set rate for a specified term. Any such agreement will be evidenced and detailed in writing.

9. Limitations - Under no circumstances may Subscriber, or any other party acting by or through Subscriber or using Subscriber's ID/account numbers, use data received from or through Alabama Interactive in any way except in full and complete compliance with all applicable laws.

10. Trade name/Trademark - Subscriber agrees that he/she will not use the trademark "Alabama Interactive" or "NIC Alabama" or any of Alabama Interactive 's services identified in any fashion unless specifically authorized to do so in writing by Alabama Interactive. Subscriber agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Subscriber by Alabama Interactive.

11. General

    a. Waiver: The waiver, modification, or failure to insist by Alabama Interactive on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of AI's right to performance of any such term or terms.

    b. Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.

    c. Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Alabama as such laws are applied to contracts made and to be performed entirely in Alabama and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Alabama and in no other jurisdiction.

    d. Assignment: This Agreement is not assignable or transferable by Subscriber and any attempted assignment or transfer shall be null and void and of no force or effect. Alabama Interactive may assign this Agreement and/or the payments due to Alabama Interactive without notice to or requirement for Subscriber's permission or approval. customer account number, with any billing inquiries

# ALEA Subscriber Agreement and Affidavit Addendum

All employers seeking to subscribe to the ALEA Alabama Background Check (ABC) system must read and sign this document. Employers will be notified via e-mail of their subscription status. (Employers who are authorized to use the ABC system shall be referred to as "subscribers" in this document.)

**Qualifications for Subscribers**

In order to qualify as a subscriber and to purchase ABC reports you must be an employer as defined below:

1. **Non-Farm Business Employers –**
    a. Any employer who has had in employment one or more workers on some day in 20 or more different weeks, whether or not consecutive, during the current or preceding calendar year.
    b. Any employer who has paid wages of $1,500.00 or more in any calendar quarter during the current or preceding calendar year.
2. **Household Domestic Employers –** Domestic employers are defined as any employer who had paid domestic workers in a private household, college club, fraternity or sorority house a total of $1,000.00 or more in cash wages in any calendar quarter during the current or preceding calendar year.
3. **Agricultural Employers –** Agricultural employers are defined as any employer who has had in employment 10 or more agricultural workers on the same day in 20 or more different weeks during the current or preceding calendar year or who has paid a total of $20,000.00 in cash wages to agricultural workers during any calendar quarter of the current or preceding calendar year.
4. **Government Employers –**Any state or federal agency or political subdivision of a state.

*Please note the above criteria for employers are the same as those requiring an agency, nonprofit organization or other business entity to comply with state unemployment tax laws administered by the Alabama Department of Industrial Relations (DIR). Verification of Alabama employer status by ALEA may be based on records maintained by the appropriate licensing, certification or taxation agency within the state where the subscriber is located.*

ABC reports may only be obtained for employees or prospective employees of entities with a valid subscription to the ABC system. Subscribers may designate a third party agency to perform online queries of the ABC system with the express written consent of ALEA. In the event a third party will be using the ABC system, a separate Memorandum of Agreement for Third Party Users of the Alabama Background Check (ABC) System must be signed and approved by ALEA.

If you meet the criteria for employers as defined above, you must sign this agreement, and send a copy to ALEA. You must also retain the original signed user's agreement throughout the duration of your subscription with ALEA and for a period of three years thereafter. In order to obtain an ABC report on an employee or prospective employee, the employer must establish a "right to know" this information. For the purposes of this agreement, the right to know is established by having the employee or prospective employee to sign an ABC Report Waiver. Waivers for employees and prospective employees who submit to a criminal background check via the ABC system must be sent to ALEA electronically in a form prescribed by ALEA.

**Audit Requirements and Penalties for Misuse of the ABC System**

**ALEA retains the right to inspect (audit) user's agreements and/or waivers at any time during the subscription agreement or within three years of termination of service. In the event it is determined an ABC report was obtained by an agency without a valid user's agreement and/or waiver, the receiving entity may be subject to criminal prosecution for misuse of criminal history data as defined in §41-9-601, Code of Alabama 1975.**

§41-9-601 – Obtaining, etc., of criminal offender record information under false pretenses, falsification of information, etc.

*Any person who willfully requests, obtains or seeks to obtain criminal offender record information under false pretenses or who willfully communicates or seeks to communicate criminal offender record information to any agency or person except in accordance with this article, or any member, officer, employee or agent of the ALEA, the ALEA or any participating agency who willfully falsifies criminal offender record information or any records relating thereto shall, for each offense, be fined not less than $5,000.00 nor more than $10,000.00 or imprisoned in the state penitentiary for not more than five years or both.*

**Additional penalties** that may apply in the event criminal history information is unlawfully obtained include, but are not limited to:

§ 13A-8-100 – Offenses against intellectual property.

*(a) Whoever willfully, knowingly, and without authorization or without reasonable grounds to believe that he or she has such authorization, attempts or achieves access, communication, examination, or modification of data, computer programs, or supporting documentation residing or existing internal or external to a computer, computer system, or computer network commits an offense against intellectual property.*

*(b) Whoever willfully, knowingly, and without authorization or without reasonable grounds to believe that he or she has such authorization, destroys data, computer programs, or supporting documentation residing or existing internal or external to a computer, computer system, or computer network commits an offense against intellectual property.*

*(c) Whoever willfully, knowingly, and without authorization or without reasonable grounds to believe that he or she has such authorization, discloses, uses, or takes data, computer programs, or supporting documentation residing or existing internal or external to a computer, computer system, or computer network commits an offense against intellectual property.*

*(d)(1) Except as otherwise provided in this subsection, an offense against intellectual property is a Class A misdemeanor, punishable as provided by law.*

*(2) If the offense is committed for the purpose of devising or executing any scheme or artifice to defraud or to obtain any property, then the offender is guilty of a Class C felony, punishable as provided by law.*

*(3) If the damage to such intellectual property is greater than two thousand five hundred dollars ($2,500), or if there is an interruption or impairment of governmental operation or public communication, transportation, or supply of water, gas, or other public or utility service, then the offender is guilty of a Class B felony, punishable as provided by law.*

*(4) Whoever willfully, knowingly, and without authorization alters or removes data causing physical injury to any person who is not involved in said act shall be guilty of a Class A felony, punishable as provided by law.*

**Explanation of Information Contained within ABC Reports**

By signing this agreement, the employer acknowledges that ABC reports are queries based on the following identifying information provided by employers.

- Employee Name (Required)
- Employee Sex (Required)
- Employee Race (Required)

Employers must also supply two of the following “numeric” identifies for each employee or prospective employee for whom a criminal record check is requested.

- Employee Date of Birth
- Employee Social Security Number
- Employee Driver’s License Number

**Any information supplied on an ABC report is derived from a name-based search using only the identifiers submitted by the subscriber. The State of Alabama in no way guarantees that information provided through the Alabama Background Check (ABC) System is for the person named in the request. Subscribers must use extreme caution in attributing record information to a specific person. If no record is found based on the identifiers submitted, the State of Alabama in no way guarantees the person does not have a record under different identifiers. Fingerprint based searches are the most reliable way to conduct criminal record checks and the least likely to result in either a false positive or false negative search result. Persons requiring a fingerprint based criminal history search should contact the Alabama Law Enforcement Agency.**

If the identifiers submitted match more than one person, you will be asked to provide more specific identifying information to limit the number of matches. In the event a search cannot be narrowed down to a single individual based on the identifiers provided, ALEA personnel will further research to see if any matching records can be identified. In such cases, the subscriber will be notified that the inquiry has been flagged for further research. Subscribers will be e-mailed once a manual search has been completed.

ABC reports contain reported felony and misdemeanor arrests, violations and court records included in databases maintained by the State of Alabama. ABC reports contain personal information from motor vehicle records included in records maintained by the State of Alabama. Personal information is information that identifies the individuals on whom the ABC report is conducted, including photograph, social security number, driver identification number, name, address, telephone number, and medical or disability information. Juvenile, youthful offender, sealed and/or expunged records will not appear on any ABC report.

**Other Subscriber Certifications**

By signing this agreement, the employer agrees that the data obtained from the ABC system will not be used for any unlawful purposes, including violations of state or federal employment laws or regulations. All information obtained through the ABC system is for the express use of those who have established a “right to know” as defined herein. By signing this document the employer also certifies that the information will not be shared with any external agent or entity and will not be compiled into a database, spreadsheet or other document intended to aggregate the criminal history records of multiple individuals into a single electronic file.

The employer also agrees to indemnify and hold harmless the State of Alabama, its officers, directors and employees for any claim of damages (including attorneys’ fees and expenses incurred by the State of Alabama in defending any claim for damages) resulting from information obtained through the ABC system.

The fee for each ABC report provided to a subscriber is set forth in Fee Schedule A which may be obtained from ALEA. The same fee is charged for any report that shows that no criminal record exists within State of Alabama databases.

By signing this agreement, I certify that the information provided to the State of Alabama is true and accurate. I also agree to the terms and conditions of use of the Alabama Background Check System and/or ABC Reports provided by ALEA as described herein.

I agree and certify that I have complied with the Fair Credit Reporting Act (FCRA), and all applicable state and local laws for consumer reports involving prospective employees or employees.

I certify that Subscriber has provided a clear and conspicuous written disclosure to the prospective employee or employee, in a document that consists solely of such disclosure, such as "A Summary of Your Rights Under the Fair Credit Reporting Act," which explains that a consumer report maybe be obtained for employment purposes.

I certify that Subscriber has obtained and is in possession of signed Waiver to Release Criminal History Information form(s) authorizing the search of the prospective employee(s) and/or employee(s) criminal history records submitted through the ABC System. I agree that I will not seek a consumer report from and through the ABC System unless and until the subject prospective employee or employee authorizes, in writing, the procurement of the report, as provided under Section 604(a) of the FCRA, 15 U.S.C. §1681b(a), and/or any applicable federal, state and local laws.

I certify that I will only procure consumer reports for employment purposes, or for other purposes permitted by Section 604(a) of the FCRA, 15 U.S.C. §1681b(a), or any applicable federal, state and local laws. I also certify and agree that I will not use the information obtained in connection with any report for any unlawful purpose, or in violation of any applicable local, state or federal equal employment opportunity laws, rules or regulations.

| **CUSTOMER SIGNATURE – sign here** | **Customer Number:**<br><br>Note: The customer number can be found on the receipt page |
|---|---|
| Sign here | Date: |
| Name (printed) | Title: |