

## USER AGREEMENT: INDIVIDUALS

### Terms and Conditions for the *RAPIDGate*® Program and the *RAPID-IAC*™ Program

#### PRIVACY ACT STATEMENT

**AUTHORITY:** 5 U.S.C. Section 301, Departmental Regulations; 6 U.S.C. Section 101, et seq., the Homeland Security Act; 10 U.S.C. Section 113, Secretary of Defense; 10 U.S.C. Section 5013, Secretary of the Navy; 10 U.S.C. Section 3013, Secretary of the Army; 10 U.S.C. Section 8013, Secretary of the Air Force; 42 U.S.C. Sections 2451, et seq., the National Aeronautics and Space Act ; DoD 5200.08-R, DoD Physical Security Program; DoD Instruction 5200.08, Security of DoD Installations and Resources; DoD Instruction 2000.16, DoD Antiterrorism Standards; DoD Directive 2000.12, DoD Antiterrorism Program; DoD Directive 8521.01E, Department of Defense Biometrics; DoD Directive 8500.1, Information Assurance; UFC 40010-01, Unified Facilities Criteria, DoD minimum Antiterrorism Standards for Buildings; Army Regulation 190-13, The Army Physical Security Program; OPNAVINST 5530.14E, Navy Physical Security and Law Enforcement Program; Marine Corps Order P5530.14, Marine Corps Physical Security Program Manual; Federal Property Management Regulations, Part 102-81 (Security); and E.O. 9397 (SSN).

**PRINCIPAL PURPOSE(S):** To maintain facility access control and security; manage identify verification; perform suitability determinations of vendors, service providers, suppliers and contractors seeking entry at secured facilities; expedite authorized access to facility; issue credentials; collect information to register individuals and adjudicate access to facility; maintain access and adjudication statistics; and track entry of individuals, at Government-controlled facilities.

**ROUTINE USE(S):** In addition to those disclosures generally permitted under 5 U.S.C. Section 552a(b) of the Privacy Act, these records or information contained therein may specifically be disclosed outside the particular Government agency responsible for collection as a routine use pursuant to 5 U.S.C. 552a(b)(3) and Government agency "blanket routine uses."

**DISCLOSURE:** Voluntary. However, failure to provide the requested information may delay or prevent entry to secured Government-controlled facilities, and/or result in further inspection of person or property.

Please carefully read the following terms and conditions of this Agreement. This Agreement governs your participation in the *RAPIDGate*® Program or the *RAPID-IAC*™ Program (collectively "Programs" and individually "Program") and affects your legal rights.

You are entering into this Agreement with Eid Passport, Inc., the service provider for these Programs. Eid Passport, Inc. is referred to in this Agreement as the "Service Provider."

By selecting the "I ACCEPT" box below, you accept all terms and conditions of this Agreement and you agree to be bound by them.

**IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, SELECT THE "I DO NOT ACCEPT" BOX BELOW AND "QUIT" THE REGISTRATION PROCESS.**

#### **1. Introduction**

**1.1** This is a secured federal Government ("Government") facility. The *RAPIDGate* and *RAPID-IAC* Programs ("Programs" collectively or "Program" individually) have been implemented to help protect Government mission, personnel and property. The Programs are directed at strengthening identity management and access control and making entry easier and faster for vetted and credentialed non-Government personnel.

**1.2** To participate, you or your employer must be sponsored by an authorized Government organization. You then must complete the registration process and must comply with all Program terms and conditions. This Agreement explains those terms and conditions.

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**1.3** Your Program registration is valid for your Program term selected, either one year or 90 days.

**1.4** Your Program point of contact will be the individual designated as the Program Administrator by your employer (*RAPIDGate* Program) or your Government sponsor (*RAPID-IAC* Program).

**1.5** You should download and retain for your records a hard copy of this Agreement at <http://www.rapidgate.com/rgforms/RG-Individual-User-Agreement.pdf>. Any changes to this Agreement will be posted to this website link. Changes posted to the website are binding on you. At least once per month, check this website link or call 1-877-727-4342 to obtain a copy of any changes to this Agreement. If you disagree with changes to the Agreement, you may voluntarily terminate your registration in either Program at any time by providing written notice to the Service Provider at [info@rapidgate.com](mailto:info@rapidgate.com) or at the following mailing address:

Eid Passport, Inc.  
10450 SW Nimbus Avenue  
Bldg. R-A  
Portland, OR 97223

## 2. Information Being Collected From You

**2.1** The information you are required to provide at registration consists of any or all of the following:

- Full legal name
- Current residence address
- Date of birth
- Whether you are a U.S. citizen or U.S. national
- Email address (optional)
- Social security number (providing the social security number is voluntary, but failure to do so will prevent completion of the registration)
- and, where applicable, performance of the background screening and manufacturing of a Program credential)
- Digital photograph of face
- Digital fingerprint images
- Billing credit card number and expiration date (if applicable)
- Billing address (if applicable)

**2.2** The Service Provider or the Government may use the information collected from you for purposes including but not limited to:

- Conduct Program background screenings (also known as “vetting,” or “security threat assessments”) on you
- Verify your claimed identity
- Manufacture and activate a Program I.D. credential that is used to verify your identity and your Program eligibility
- Manage facility access control
- Prepare aggregated statistical reports to the Government

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- Manage the Program
- Perform law enforcement, national security or other investigative functions
- Engage in any “routine use” under 5 U.S.C. Section 552a(b)(3) or any Government agency “blanket routine use”

**2.3** The Government has access, ownership and control rights over all of the information collected on you through the *RAPIDGate* and *RAPID-IAC* Programs. The Government considers this information to be part of a Government “system of records” subject to the Privacy Act of 1974 (see Privacy Act Statement on page 1 of this Agreement).

**2.4** The Service Provider, its third-party screening providers, and the Government all share responsibility for safeguarding the security, confidentiality and integrity of your personally identifiable information (“PII”) collected and/or stored through the Programs. The Service Provider and its third-party background screening providers are committed to maintaining this data in the strictest of confidence. They employ physical, technical and administrative safeguards per legal requirements and Government policy. For questions regarding Governmental privacy, please see the Privacy Act information on page 1 of this Agreement.

**2.5** By clicking the “I ACCEPT” button below, you authorize the Service Provider and its third-party background screening provider(s) to collect and use your PII for Program purposes, and to retain your PII and any updates to your PII for a commercially reasonable period of time.

### 3. Background Screenings

**3.1** The Government oversight organization requires that *RAPIDGate* and *RAPID-IAC* participants undergo Program sponsorship verification and also may require participants to pass Program background screenings as a condition of Program eligibility.

**3.2** Program background screenings may be conducted on you at any time while you are a Program participant, including but not limited to the following circumstances:

- Program registration
- Periodically while you are a Program participant, as often as every month
- Program registration renewal
- At any time upon request by the Government for Program purposes
- At any time in the sole discretion of the Service Provider for Program purposes

**3.3** The Service Provider contracts with one or more background screening providers to conduct the background screenings.

**3.4** By clicking the “I ACCEPT” button below, you hereby consent and authorize the Service Provider and/or its third-party background screening provider(s) to perform Program background screenings on you.

**3.5** Program background screenings are based upon searches of public records and may include any or all of the following:

- Social security number validation and address history
- National criminal database search
- Federal criminal records search (Public Access to Court Electronic Records, or

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PACER)

- County Criminal records searches
- Sex offender registry(ies) search

- Office of Foreign Assets Control (OFAC) Terrorist Watch List search
- Other Government Watch List searches
- Open criminal warrants

**3.6** An “adjudication” process is available to you if you “fail” a Program background screening. The Service Provider or its third-party background screening providers will notify you in writing of a background screening “fail” result. You will be provided with a copy of the background screening report and a summary of your rights under the Fair Credit Reporting Act (“FCRA”). You will have an opportunity to dispute the information in the report and to request a re-investigation of the information. You will be provided with a written report of the results of the re-investigation and a copy of the amended background screening report if the re-investigation results in any change.

**3.7** If you do not timely dispute the background screening results or, if you do so but are unsuccessful in changing the results, you will not qualify to participate in the *RAPIDGate* or *RAPID-IAC* Programs. If you already are a Program participant, your participation will be immediately terminated.

**3.8** The Service Provider will inform the Government of the “pass” or fail” results of the Program background screening on you. The Service Provider also may inform the Government of the reason(s) for a “fail” result and may provide the Government with a copy of the background screening report on you.

**3.9** If you are registered through your employer, the Service Provider will notify your employer of the “pass” or “fail” results of the Program background screening on you. However, the Service Provider will not inform your employer of the reason(s) for a “fail” result and will not provide your employer with a copy of the background screening report on you. (*RAPIDGate* Program only) Your employer is prohibited, under the terms and conditions of its Program enrollment, from taking adverse employment action against you for “failing” a Program background screening or for using the Program as a pre-employment screening service or as a basis for adverse employment action.

#### 4. Program I.D. Credential

**4.1** If you pass the Program background screening following registration, the Service Provider will manufacture a Program I.D. credential that displays your name, photo and other pertinent information. The facility is responsible for issuing the credential to you upon proof of identity. Typically this requires presentation of at least two I-9 documents.

**4.2** You must present this credential to guard personnel when you arrive at the facility’s Access Control Point (“ACP”). Guard personnel will scan the credential to verify your identity and your Program authorization status. Guard personnel also may require a scan of your fingerprint for secondary identity verification purposes.

**4.3** You must wear and display the Program credential at all times while on the facility.

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**4.4** You are responsible for protecting the Program credential issued to you. You should avoid scratching the credential or getting it wet. You may not:

- Tamper with, disable, deface or otherwise deliberately damage the credential
- Give the credential to anyone else
- Share the credential with anyone else
- Make a copy of or duplicate the credential

**4.5** If your credential is lost, stolen or damaged, you must immediately notify your Program Administrator (or, if you are the Program Administrator, you must immediately notify the Service Provider at (877) 727-4342). A fee will be charged to replace a lost, stolen or damaged credential.

**4.6** If you stop working for your current employer, lose your Program sponsorship, or stop participating in the Program, you must immediately turn in the Program credential to your Program Administrator (or, if you are the Program Administrator and there is no Program Administrator replacement for you, you must immediately make arrangements to securely return the Program credential at your own expense to the Service Provider by phoning (877) 727-4342).

### 5. Fees and Registration Renewal

**5.1** The Service Provider will not process your Program registration until your Program fee is paid. Fees are not refundable in the event of a background screening “fail,” early termination or early exit from Program participation, changes in a facility’s entry procedures, or the Government’s modification or discontinuation of the Program. Fees are subject to change by the Service Provider at any time and without notice.

**5.2** Prior to the end of your Program term (which is one year or 90 days, as applicable), subject to the approval of your sponsoring authorized Government organization, your Program Administrator may renew your registration for another term following payment of the renewal fee to the Service Provider. Your renewal is contingent upon your passing the applicable Program background screening and in all other respects meeting the Program eligibility criteria.

**5.3** If you do not want your registration to be renewed, you must notify your Program Administrator at least 60 days before the anniversary of your current registration to avoid being charged the renewal fee.

### 6. Grounds for Revoking Your Program Registration

**6.1** Your Program registration is valid for the term of your registration (one year or 90 days, as applicable), provided that you remain eligible for that entire time. If, during the term, you become ineligible to remain a Program participant, your Program registration will be terminated. Grounds for having your Program registration revoked include but are not limited to the following:

- You no longer work for the company through which you registered with the Program
- You “fail” a Program background screening
- You no longer have a business need to visit the facility
- Your employer requests to remove you from the Program

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- Your employer no longer is eligible, or ends its participation in, the Program
- The facility for which you have a Program credential no longer participates in the Program
- The facility removes you from the Program
- The facility removes your employer from the Program
- Your sponsoring authorized Government organization no longer approves your participation in the Program
- You violate any term or condition of this Agreement

#### 7. General Restrictions, Limitations and Resolution of Disputes

**7.1** Program registration does not by itself confer eligibility on you to participate in either Program. Your eligibility is subject to your meeting all Program terms and conditions set forth in this Agreement.

**7.2** Your participation in the Program does not guarantee you entry to the facility. The Government maintains the right to deny you entry, change its entry procedures, and to take any security precautions it deems necessary, including but not limited to inspecting your person as well as your vehicle and its contents, and contacting law enforcement.

**7.3** The Government may revoke your employer's, and/or your, participation in either Program at any time for any reason. The Government also may modify or discontinue either Program, with or without notice. You agree that, in such event, you have no financial, legal or other remedies against the Programs or the Service Provider.

**7.4** The Programs, including the Program background screenings, are not for use for employment purposes. You agree that you have no remedy, in equity or law, and will initiate no legal action, against either Program or against the Service Provider or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, for any adverse pre-employment or employment action taken against you relating in any way to your registration with, or participation in, the Program including but not limited to Program background screenings.

**7.5** The Program background screenings are conducted through searches of public records. Neither the Service Provider nor its screening providers can guarantee the completeness or accuracy of the data obtained. In the event you "fail" a Program background screening, you may pursue the "adjudication" steps described in Section 3.6, above. You agree that you have no other remedies, in equity or law, and will initiate no legal action, against the Programs or against the Service Provider or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, relating in any way to a dispute over the accuracy or completeness of data derived from a Program background screening, or relating in any way to your not passing a Program background screening.

**7.6** The Service Provider contracts with one or more third parties to conduct Program background screenings. Such third party(ies) conform to high standards of care with respect to protection of PII. The Service Provider stores on its own servers only limited PII on Program participants. The Service Provider does not store on its servers, and maintains no database containing, the contents of background screening reports on Program participants. Such data is stored with the Service Provider's third-party background screening provider(s). You agree that

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any legal rights you may have against the Service Provider relating to your PII or other data on you, is limited to PII or data stored by the Service Provider on its own servers or contained in the Program database. You agree that you have no remedy, in equity or law, and will initiate no legal action, against the Programs or against the Service Provider or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, relating in any way to your PII or other data on you that is not stored on the Service Provider's own servers or contained in the Program database, including but not limited to PII or other data on you that is stored by the Government or by third-party background screening provider(s).

**7.7** You agree that, if you have a dispute with the Service Provider relating in any way to the *RAPIDGate* or *RAPID-IAC* Programs or relating in any way to this Agreement, you must notify the Service Provider in writing within six months of the event or the action giving rise to the dispute. You agree to make every effort to resolve the dispute informally. You further agree that your failure to pursue these steps bars you from pursuing any legal action against the Service Provider or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates.

**7.8 LIMITATION OF LIABILITY AND REMEDIES:** IN NO EVENT SHALL THE SERVICE PROVIDER OR ANY OF ITS RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS, RELATING IN ANY WAY TO THE *RAPIDGate* OR *RAPID-IAC* PROGRAMS OR RELATING IN ANY WAY TO THIS AGREEMENT. Notwithstanding anything to the contrary in this Agreement, the maximum liability of the Service Provider, including its related companies, officers, directors, employees, agents, subsidiaries or affiliates, relating in any way to the *RAPIDGate* or *RAPID-IAC* Programs or relating in any way to this Agreement, is an amount equal to your registration fee for the applicable term.

**7.9** This Agreement is governed by the laws of the State of Oregon, notwithstanding conflicts of laws principles. You agree that, in the event of any dispute arising from or relating in any way to the *RAPIDGate* or *RAPID-IAC* Programs or this Agreement, your sole legal remedy shall be to refer such dispute to binding arbitration in Portland, Oregon pursuant to the rules of the American Arbitration Association or such other arbitration rules as are mutually agreed to in writing by the parties. Unless otherwise required by applicable law, each party shall bear its/his own attorneys' fees without regard to which party is deemed to be the prevailing party in the arbitration proceeding. The arbitrator shall be authorized to award either party any remedy permitted by applicable law.

**7.10** The Service Provider may assign this Agreement, or any portion of this Agreement, to third parties including but not limited to any successors-in-interest of the Service Provider.

**7.11** If any provision of this Agreement is found by a proper legal authority to be unenforceable, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

**7.12** This Agreement constitutes the entire agreement between you and the Service Provider with respect to the *RAPIDGate* and *RAPID-IAC* Programs. This Agreement supersedes any

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proposal or any prior or contemporaneous writings or other agreements, oral or written, and any other communications or representations relating to either Program.

**7.13** You may not make any changes to this Agreement unless an authorized representative of the Service Provider agrees to the change in a signed written document.

#### CHECK ONE BOX ONLY:

**I ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT**

*(You may proceed with registration)*

**I DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT**

*(You will automatically "quit" registration)*