ARMSTRONG K9 REGISTRY · BACKGROUND CHECK POLICY · v2026-02-04

Background Check & FCRA Adverse Action Policy

How Armstrong K9 Registry handles background-check reports produced by Checkr, Inc., including pre-adverse action, candidate disputes, and refunds.

Generated November 05, 2026

Preamble

Armstrong K9 Registry ("Armstrong," "we") offers a **voluntary, provider-paid background-check trust badge** to service providers listed on the platform (trainers, groomers, walkers, sitters). The check is performed by **Checkr, Inc.**, a Consumer Reporting Agency ("CRA") regulated by the Fair Credit Reporting Act ("FCRA," 15 U.S.C. §1681 et seq.).

This policy explains exactly how the workflow runs end-to-end so providers, customers, candidates, regulators, and Checkr itself can see every step.

Important framing:

• **The Provider is the consumer of their own report.** When a Provider purchases the badge, they consent (FCRA §604(a)(2) — *"written instructions of the consumer"*) to having Checkr produce a report and to delivering it to Armstrong for the limited purpose of displaying or withholding the badge on their public profile.

• **Armstrong is not the Provider's employer.** We do not hire, supervise, schedule, or fire any Provider. The background check is a transparency tool for our marketplace, not an employment screening.

• **The badge is optional.** A Provider who declines the check still lists, books, and gets paid normally. The badge's presence or absence on a profile is informational only; Customers are responsible for their own due diligence (Terms of Service §5f).

Article 1 — Eligibility and consent capture

A Provider becomes eligible to purchase the background-check badge only after they:

a. Have an approved Provider profile in good standing.

b. Are at least 18 years of age (Armstrong is an 18+ platform; Privacy Policy §8).

c. Hold a U.S. address, U.S. SSN or ITIN, and operate domestically within the United States. Armstrong does not run background checks on candidates outside the U.S.

At purchase, the Provider clicks through a click-wrap consent screen that:

• Identifies Checkr, Inc. as the CRA that will produce the report.

• Lists the components of the **AK9R Background Check** package (Global Watchlist, National Criminal Standard, Sex Offender, SSN Trace).

• Includes the **FCRA Disclosure** required by §604(a)(2) — a stand-alone disclosure that the Provider authorizes the procurement of a consumer report.

• Includes a separate **state-law disclosure** where state law layers extra requirements (CA, NY, WA, MN, OK, NJ, NH, ME).

• Links to "A Summary of Your Rights Under the Fair Credit Reporting Act" (federal CFPB form).

• Stores the consent record (timestamp, IP, FCRA disclosure version, state-disclosure version) on the Provider's profile at `legal_acks.background_check_consent`.

The Provider may withdraw consent at any time before Checkr begins the report. After the report is initiated, withdrawal does not entitle the Provider to a refund (see Article 7) because Armstrong has incurred a pass-through cost with

Checkr.

Article 2 — How a report is run

Provider purchases the $39 SKU via Stripe.

Armstrong programmatically creates a Candidate via the Checkr API and sends the invitation to the Provider's verified email.

The Provider completes their information directly on Checkr's secure portal (SSN, DOB, address history, prior names). Armstrong never collects these inputs ourselves.

Checkr produces the report (typical turnaround 1–3 business days; some county searches can take longer).

Armstrong receives a `report.completed` webhook with one of three outcomes: **Clear · Consider · Suspended**.

Article 3 — The three outcomes

• **Clear.** No reportable adverse information was found in the searched scopes. Armstrong flips the public "Background check cleared" indicator on the Provider's profile. No notice is sent to the Provider beyond the existing email Checkr sends confirming report completion.

• **Consider.** Adverse information was found. Armstrong does **NOT** automatically flip the badge. The pre-adverse action workflow (Article 4) begins.

• **Suspended.** Checkr's own quality controls flagged the report (identity mismatch, the candidate did not complete the invite within Checkr's expiry window, etc.). Armstrong takes no adverse action and the Provider's existing status is unchanged. Provider can re-initiate the order at no additional cost within 30 days.

Article 4 — Pre-adverse action workflow (FCRA §615(a))

When a report comes back **Consider**, Armstrong follows the FCRA pre-adverse-action sequence:

Day 0 — Pre-adverse action notice sent. Within 1 business day of receiving the `report.completed` webhook with a Consider outcome, Armstrong sends the Provider an email + in-app notification containing:

• A clear statement that Armstrong is **considering** taking adverse action (withholding the badge and, if the adverse information is sufficiently serious, suspending the public listing) based on the report.

• A copy of the report (Checkr's portal link, plus a downloadable PDF in the in-app Inbox).

• A copy of "A Summary of Your Rights Under the FCRA" (the federal CFPB-published form).

• The Provider's right to dispute the accuracy of the report directly with Checkr.

• The deadline by which the Provider may submit a dispute before Armstrong takes final adverse action (**5 business days minimum** — the FCRA's "reasonable time" standard).

Days 1–5 — Dispute window. The Provider may dispute the report with Checkr at any time. Checkr investigates per §611 (30-day investigation window for the CRA, free of charge to the Provider).

Day 6+ — Outcome. Armstrong does not take final adverse action until either (a) the Provider has not initiated a dispute and the 5-business-day window has elapsed, or (b) Checkr has completed its investigation and the report has been updated or confirmed.

Article 5 — Final adverse-action notice (FCRA §615(a)(2))

If, after the dispute window, Armstrong proceeds with adverse action, the Provider receives a second notice ("Adverse Action Notice") containing:

• A clear statement of the action taken (badge withheld; optionally, listing suspended).

• Identification of **Checkr, Inc., One Montgomery Street, Suite 2400, San Francisco, CA 94104, (844) 824-3257, https://checkr.com** as the CRA that supplied the report.

• A statement that Checkr did **not** make the adverse-action decision and cannot provide the specific reasons why the action was taken.

• A statement of the Provider's right under the FCRA to:

• Obtain a free copy of the report from Checkr within 60 days,

• Dispute the accuracy or completeness of any information in the report directly with Checkr.

• A copy of "A Summary of Your Rights Under the FCRA."

Article 6 — Candidate dispute workflow

A Provider who disputes a report:

Files the dispute **directly with Checkr** (not with Armstrong) via Checkr's candidate portal or by calling (844) 824-3257.

Checkr investigates within the FCRA-mandated 30-day window (§611), at no cost to the Provider.

If Checkr revises the report (typically by removing or modifying an entry), Checkr issues a `report.disputed` webhook, followed by an updated `report.completed` event with the corrected outcome.

If the corrected outcome is Clear: Armstrong reinstates the badge immediately and, if the listing was suspended in the interim, restores public visibility. **No re-run fee.** The Provider's account is made whole as if the original report had returned Clear.

If the corrected outcome is still Consider: Armstrong's original adverse-action decision stands. The Provider retains the right to file additional disputes with Checkr, to escalate to the CFPB (https://www.consumerfinance.gov/complaint/), or to pursue private remedies under FCRA §616/617.

Armstrong does **not** adjudicate the merits of any factual claim in the report itself. Disputes about whether a record is accurate, complete, current, or properly attributed are between the Provider and Checkr.

Article 7 — Refund policy for the $39 background-check SKU

The $39 SKU is a **service fee** that covers (a) Armstrong's per-check pass-through cost to Checkr, plus (b) the platform administration of running the workflow, capturing consent, sending the FCRA notices, and processing the webhook. Refund mechanics:

• **Before Checkr invitation is sent** (typically a 30-minute window after Stripe capture): full refund within 1 business day on Provider request.

• **After Checkr invitation is sent, regardless of outcome**: non-refundable. Armstrong has incurred the pass-through cost and performed the workflow service. A "Consider" or "Suspended" outcome is a valid output of the service the Provider purchased — not a service failure.

• **Successful candidate dispute (Article 6)**: no refund and no re-run charge. Armstrong reinstates the badge at no additional cost.

This policy is restated in the published Refund Policy in force at the time of purchase.

Article 8 — Recordkeeping and retention

For every background-check order, Armstrong retains for **5 years** the following on the Provider's audit record (per FCRA §621 and Armstrong's general compliance retention):

• Click-wrap consent timestamp, IP, and version.

• Checkr Candidate ID, Report ID, and Invitation ID.

• Webhook event log (`invitation.created`, `invitation.completed`, `report.completed`, any subsequent `report.disputed` / `report.suspended` / `report.canceled`).

• Pre-adverse and adverse-action notice timestamps and delivery confirmations.

• The Provider's status transitions (badge granted, withheld, suspended, reinstated).

Armstrong does **NOT** retain the raw report contents server-side beyond the webhook event payload (which Checkr scrubs sensitive PII from before delivery). The full report lives on Checkr's portal, which the Provider may access for 60 days post-completion. Armstrong's copy is purged from operational storage 90 days after the Provider closes their account.

Article 9 — Permissible purpose; not employment screening

For the avoidance of doubt:

• **Permissible purpose** under which Armstrong requests reports from Checkr: **FCRA §604(a)(2) — Written instructions of the consumer.** The Provider's click-wrap consent is the operative instruction.

• Armstrong is **NOT** running these reports for "employment purposes" within the meaning of §604(b). The Provider is an independent business owner who chooses to purchase a badge that displays on their own marketplace profile. Armstrong is not making a hiring decision because there is no hiring relationship.

• The pre-adverse and adverse-action workflows in Articles 4 and 5 are nevertheless adopted as a best-practice consumer protection, mirroring the §615(a) employment-purposes process voluntarily.

Article 10 — Modifications

Armstrong may update this policy from time to time. The current version and effective date are listed at the top of this document. Material changes will be notified to all current badge-holders by email at least **30 days before** they take effect, and the prior version will remain accessible for archival reference.

Article 11 — Contact

Questions about this policy, the Checkr workflow, or a specific report:

- Provider's own report contents, disputes, candidate portal: **Checkr, Inc.** — (844) 824-3257 — https://checkr.com
- Armstrong's badge / listing / suspension status: **support@armstrongk9registry.com**
- CFPB complaints: https://www.consumerfinance.gov/complaint/
- A free copy of "A Summary of Your Rights Under the FCRA": https://www.consumerfinance.gov/learnmore (CFPB-published, also delivered with every pre-adverse and adverse-action notice).

Version 1.0 — Effective 2026-02-04.