Advanced Reporting Client Application and Profile

Business Name: _____

Business Contact: _____ Title: _____ Email: _____

EIN: _____ Years in Business: _____ Type of Business: _____

Business Phone: _____ Business Fax: _____

Website: _____ ABN(s)/Parent Company: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Physical Location Type:

- ☐ Commercial Office
- ☐ Residential Office
- ☐ Apartment Complex
- ☐ Other _____

Screening Services Requested: **Estimated number of reports:** _____

☐ Employment ☐ Tenant ☐ Volunteer ☐ Business ☐ Other:

Organizational Structure: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other _____

Is the company publicly traded or federally regulated: ☐ No ☐ Yes by _____

Principal(s) (e.g. Owners, Partners, Corporate Officers, or Limited Liability Corp. Managers/Principal Members):

Name: _____ Title: _____ DOB: _____

Name: _____ Title: _____ DOB: _____

Required Company Documentation:

- ☐ Business License or Articles of Incorporation
  (All applicants please attach this information)
- ☐ Business trade references including banking information
  (Please attach if business is not publicly traded or federally regulated)
- ☐ Principal's Government Issued Photo ID
  (Please attach if business is a Partnership or Sole Proprietorship)
- ☐ Utility bill for business, lease or proof of ownership for business address, bank statement addressed to the business or proof of commercial insurance in the business name
  (Please attach any 2 of the 4 above documents if business has been operating less than 1 year)

I certify that I am a principal of the applicant organization and have vested in me the authority to submit this application to Advanced Reporting. I further certify that the above and any attached information and documents are accurate and I authorize Advanced Reporting to verify any of the information provided in connection with this application. **(Partner and Sole Proprietorships)** I understand that the information provided may be used to obtain a business or consumer report, and my personal creditworthiness may be considered when making a decision to grant the applicant business an account with Advanced Reporting.

By: _____ **Title:** _____

Signature: _____ **Date:** _____

Date of Birth: _____ SSN: _____ Phone: _____

Home Address: _____ City/State/Zip: _____

BACKGROUND SCREENING CERTIFICATION AND SERVICES AGREEMENT

This BACKGROUND SCREENING CERTIFICATION AND SERVICES AGREEMENT ("Agreement"), is entered into on

_____ ("Effective Date") by and between Advanced Reporting, an Oregon corporation ("Agency"), and

_____ ("Client").

IN WITNESS WHEREOF, the undersigned certify that they are vested with the authority to and have executed this Agreement on behalf of Agency and Client as of the above Effective Date.

Advanced Reporting

By: Elaine Rosenberg

Signature: _____

Title: General Manager

Client

By: _____

Signature: _____

Title: _____

Client has read and understands this Agreement. **_____ (initial here)**

Client has received and understands the attached **Exhibit C** "Notice to Users of Consumer Reports, Obligations of Users" explaining Client's obligations under the FCRA. **_____ (initial here)**

Client understands that Advanced Reporting provides all clients with several options for safeguarding their login credentials including texted message based multifactor authentication (MFA) and IP address restriction. Clients that choose not to utilize these measures do so at their own risk. **_____ (initial here)**

Please include the following information:
Client Compliance Officer or Person Responsible for Consumer Reporting Compliance

Printed Name: _____ Title: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

E-Mail: _____ Phone: _____ Fax: _____

1. **SERVICES.** At Client's request, Agency will perform the background screening services described on **Exhibit A** (the "Services")
2. **PAYMENT.**
   a. Client will pay Agency the amount specified on **Exhibit A** for the Services performed hereunder within thirty (30) days of the statement date. Client acknowledges that amounts not paid within thirty (30) days after the statement date will bear interest at the rate of nine percent (9%).
   b. Agency will provide Client with a monthly statement showing all services provided and the balance due.
   c. Client is responsible for any sales or use taxes in connection with the Services.
3. **TERM AND TERMINATION OF AGREEMENT.**
   a. Term. The term of this Agreement begins as of the Effective Date and will continue in effect for an initial term of twelve months. The Agreement shall automatically renew for additional twelve month periods on the anniversary of the Agreement unless terminated according to the provision below.
   b. Termination. Written notice by either party to the other will terminate the Agreement effective ten (10) days after the date of the notice, but the obligations and certifications set forth in this Agreement will remain in force.
      i. With just cause, such as violations of the terms of this Agreement or a legal requirement, or a material change in existing legal requirements that adversely affects this Agreement, Agency may, upon its election, discontinue serving the Client and cancel the Agreement immediately.
4. **CLIENT CERTIFICATIONS.**
   a. Client acknowledges that Agency is considered a "Consumer Reporting Agency" as defined by the federal Fair Credit Reporting Act (15 U.S.C. 1681, et seq. as amended) and its state analogues ("FCRA Regulations"), and must comply with FCRA Regulations. Client acknowledges that by using the Services of Agency Client is considered a "User" of Consumer Reports and also becomes subject to FCRA Regulations.

   Client and Agency shall bear their respective responsibilities as defined in FCRA Regulations, the Driver Privacy Protection Act and all other applicable federal and state laws and regulations relating to Consumer Reports. Client acknowledges that background screening reports provided by Agency are considered "Consumer Reports" or "Investigative Consumer Reports," hereinafter referred to collectively as "Consumer Reports." Client shall order and use Consumer Reports in full compliance with FCRA Regulations including, but not limited to, the following:

      i. Client agrees that the information from the reports provided by Agency will not be used in violation of any applicable federal, state, local or international statutes, regulations, rules and laws, including but not limited to equal employment opportunity and/or fair housing laws or regulations.
      ii. Client agrees that Consumer Reports will be ordered only when Client has a permissible purpose for obtaining consumer reports in accordance with FCRA Regulations and will only be used for one of the following permissible purposes:
         1. In connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving extension of credit to, or review or collection of an account of, the consumer;
         2. In connection with the underwriting of insurance involving the consumer;
         3. As a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation;
         4. When Client otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the accounts; or
         5. For employment purposes; provided however that
            a. Client will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act, Gramm-Lech-Bliley Act and any amendments to them, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the consumer.
            b. Client will indicate to Agency whenever a consumer report will be used for employment purposes. Client certifies that, before ordering each consumer report to be used in connection with employment purposes, it will clearly and conspicuously disclose to the subject consumer, in a written document consisting solely of the disclosure, the Client may obtain a consumer report for employment purposes, and will also obtain the consumer's signed authorization to obtain or procure a consumer report relating to the consumer. Client further certifies that it will not take adverse action against

the consumer based in whole or in part upon the consumer report without first providing the consumer to whom the consumer report relates a copy of the consumer report and a written description of the consumer's rights as prescribed by the Federal Trade Commission (FTC) under §609(c)(3) of the FCRA, and will also not use any information from the consumer report in violation of any applicable federal or state equal employment opportunity law or regulation. Client acknowledges that it has received from Agency a copy of the written disclosure form prescribed by the FTC, **Exhibit D**.

iii. Client specifically agrees to use the Consumer Report for a one-time purpose, and agrees to hold the report in strict confidence, and agrees not to obtain, use, sell, assign, or otherwise transfer any information or portions of information obtained pursuant to this Agreement to any third party; provided that Client may allow "Limited Review," as outlined in Paragraph 4(a)(iv), of Consumer Reports by Client's customers when authorized in writing by the Consumer who is the subject of the Consumer Report.

iv. Under the terms and conditions specified herein, Client may provide a "Limited Review" of Consumer Reports to a designated third party. By designating a third party, Client certifies the third party is Client's Customer, that Limited Review is needed by Client's customer, and that Client has obtained an authorization in writing by the Consumer who is the subject of the Consumer Report, that authorized both companies to obtain Consumer Reports.

b. It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) year, or both." Agency may periodically conduct audits of Client regarding its compliance with this Agreement, including, without limitation, the FCRA, other certifications and security provisions in this Agreement. Audits may be conducted by phone, fax, email or mail whenever possible and will require Client to provide documentation as to permissible use of particular consumer reports. Client gives its consent to Agency to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Client's material breach of this Agreement, constitute grounds of immediate suspension of service or termination of this Agreement, notwithstanding Section 10 below. If Agency terminates this Agreement due to the conditions in the preceding sentence, Client

i. Unconditionally releases and agrees to hold Agency, all its agents and, when requesting consumer credit information, the credit bureaus harmless and indemnify it from and against any and all liabilities of whatever kind of nature that may arise from or relate to such termination, and

ii. Covenants it will not assert any claim or cause of action of any kind of nature against Agency in connection with such termination.

c. Client acknowledges that special requirements are imposed by credit bureaus if Client requests Consumer Reports that include consumer credit information and/or residential history (commonly referred to as "Trace" or "Header" information) linked to a consumer's Social Security Number (SSN), Client acknowledges credit bureaus report information as supplied by third party sources and the credit bureaus do not guarantee accuracy of information. Client therefore agrees:

i. To take no adverse actions based solely on credit bureau alerts/warnings regarding addresses and/or SSN.

ii. To ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing and/or unauthorized viewing of consumer information; to inform all accessing employees that they may not access their personal information, information of friends and/or relatives, or any other person unless it is specifically for the permissible purposes of Client.

iii. To release and indemnify the credit bureaus from all liability arising from Client's unauthorized access, improper use, or reliance on consumer credit information provided by Agency pursuant to the Agreement.

iv. Recognizing that the information for consumer credit information is secured by and through fallible human sources and that, for the fees charged, Agency cannot be an insurer of the accuracy of the consumer credit information, Client understands that the accuracy of any consumer credit information received by Client is not guaranteed by Agency, and Client releases Agency, all its agents and the credit bureaus, even if caused by negligence, in connection with the consumer credit information and from any loss or expense suffered by Client resulting directly or indirectly from the consumer credit information.

d. California Law Certification

i. If hiring applicants to work in California, Client acknowledges specific requirements imposed by California Investigative Consumer Reporting Agencies Act and, that unless Client has reason to believe the employee/applicant (consumer) is or has been engaged in criminal activity that is likely to result in loss to Client or Client has reasonable suspicion of other wrongdoing on part of employee/applicant, Client agrees:
   1. To disclose to the employee/applicant in writing that an Investigative Consumer Report has been ordered, provide the name and address of Agency as preparing the Investigative Consumer Report, provide the nature and scope of the investigation requested; and
   2. Provide the Consumer a means by which the Consumer may indicate on a written form, by means of a check box, that the Consumer wishes to receive a copy of any Consumer Report that is prepared, and
   3. If adverse action is taken, comply with California Civil Code 1786.40 which requires informing Consumer of adverse action, role of Agency in preparing Consumer Report, and name and address of Agency.

ii. Client will refer to **Exhibit B1** of the Agreement in making the following certification, and Client agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act, as referenced in **Exhibit B1**:

(PLEASE CHECK ("X") THE APPROPRIATE LINE BELOW)

Client certifies that it ____ IS or __X__ IS NOT a "retail seller", as defined in Section 1802.3 of the California Civil Code and referenced in Exhibit B1 of the Agreement, and _____ DOES or __X___ DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

e. The undersigned Client acknowledges that it subscribes to receive various Services from Agency in accordance with the Vermont Fair Credit Reporting Statue, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Client's continued use of Agency's Services in relation to Vermont consumer, Client hereby certifies as follows:
Vermont Certification: Client certifies that it will comply with applicable provisions under Vermont law. In particular, Client certifies that it will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended ("the VFCRA"), only after Client has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Client further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules were received from Agency, **Exhibit B2**.

f. In the case of Driving Records Requests, to obtain a signed authorization containing the term "driving records." If necessary based on State requirements, Client agrees that such authorization will be signed by means of a handwritten signature (not electronic). If the authorization is not provided to Agency at time of order, Client agrees to retain authorization for seven (7) years and to provide a copy of authorization to Agency upon request. Client acknowledges improper disclosure of driving record information may be cause for criminal and/or civil legal action against Client and any involved third party. The State or political subdivision which is the source of the driving record information shall not be in any way responsible for defense of any such action. ***Pursuant to State and Federal law, any person who willfully and knowingly obtains, resells, transfer, or uses information in violation of law may be subject to criminal charges and/or liable to any injured party for treble damages, reasonable attorneys; fees, and costs. Other civil and criminal laws may also apply.***

g. Client acknowledges special requirements are imposed if Consumer Reports provided to Client include **substance abuse testing information**. Client therefore acknowledges and agrees:

i. If Client is regulated by the US Department of Transportation (DOT), Client acknowledges that certain specific regulations govern substance abuse testing when required by DOT. Client agrees that DOT compliance is the sole responsibility of Client and although drug test results may be included in Consumer Reports provided by Agency, Agency is not responsible for Client's compliance.

ii. The results of substance abuse testing should be available only to a limited number of Client representatives. Client agrees to designate Client representatives who are authorized to receive substance abuse testing information. If a designated Client representative changes or leaves the employ of Client, Client acknowledges it is fully responsible for disabling the Client representative's access to view substance abuse testing information or submitting a written request to Agency to disable the representative's access to view substance abuse testing information.

h. Client acknowledges that Client and Agency are subject to compliance requirements. Client agrees that Agency has the right to audit Client's records for compliance purposes. Such audits, if conducted, will be limited to Client supplying to Agency copies of

required disclosure and authorization forms signed by applicant and any other documents which may be required under state or federal law.

i. Client will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

i. Client agrees this User Certification applies to all Consumer Reports made by Agency to Client regardless of which office of Client requests and/or receives such reports. Client agrees to inform Agency immediately of any changes in ownership, company name, address, nature of business, or intended use information contained in Consumer Reports. Client further agrees that no changes in this User Certification may be made except by written consent of an authorized agent of Agency and an authorized agent of Client.

j. Client acknowledges additional legal and/or regulatory requirements may be imposed if Client operates in certain industries, and that such requirements may vary by state. Client agrees that compliance with their industry requirements is the sole responsibility of Client.

k. Client and Agency acknowledge additional legal and/or regulatory requirements may be imposed if Client desires information obtained from sources outside the United States and that such requirements will likely vary by country. Agency will, on a best effort basis, inform Client of specific requirements in countries where Agency, on behalf of Client, may seek information for a Consumer Report. Client acknowledges that country specific requirements, when provided by Agency to Client, are not a substitute for legal advice and does not in any way alter the legal responsibilities of Client. Client and Agency agree to comply with all applicable international laws and regulations when seeking and/or obtaining information from countries outside the United States.

l. Without limiting any of the foregoing, Client acknowledges that it has had an opportunity to consult with its own legal counsel regarding the laws and regulations applicable to this Agreement, including without limitation FCRA Regulations, and is solely responsible for its compliance therewith.

m. Client and Agency acknowledge that under federal law Consumer Reports may be provided only to legitimate business entities. Agency or their representative may conduct a physical inspection of Client premises, such inspection to be non-intrusive in nature, exclude any confidential information and secured areas, and whose purpose is solely to verify Client is a business enterprise. Furthermore,
Agency may request Client's business license or some other form of identification before service may commence. Client is not obligated to provide requested identification; however, if required identification is not provided, Agency reserves the right not to commence service.

5. ONLINE ACCESS.

a. As part of the Services, Agency may make available, on a commercially reasonable basis, access to Agency's online REPORTING SYSTEM, the features and functions of which may change from time to time as determined solely by Agency.

b. If a user accessing the REPORTING SYSTEM leaves the employ of Client, Client acknowledges that until Client has disabled the user in the REPORTING SYSTEM or submitted a written request to Agency to disable the user, any previously created Usernames and Passwords remain active and will permit access to the REPORTING SYSTEM. Client is fully liable for any and all acts and omissions of Client's agents and representatives.

c. Agency shall not be liable for any Client information being disclosed as a result of an outside third party accessing Agency' or Client's computer systems without either party's authority (i.e., hackers).

d. The REPORTING SYSTEM, ideas, methods of operation, processes, know-how, aesthetic aspects, documentation, sub-systems and modules included in or relating to the REPORTING SYSTEM, the graphical user interfaces for the REPORTING SYSTEM, and the look and feel of the REPORTING SYSTEM are proprietary materials which contain valuable trade secrets of Agency and all intellectual property rights to the REPORTING SYSTEM are owned exclusively by Agency. Agency will retain title to all intellectual property and other rights related to the REPORTING SYSTEM. Client will not disassemble, decompile, decode or reverse engineer the REPORTING SYSTEM.

e. Client and Agency agree that all usernames, passwords, and access information will be kept confidential and distribution will be limited to those with a legitimate business need to know. Client further agrees to prevent, as reasonably practical, unauthorized viewing of consumer information through the REPORTING SYSTEM.

6. DATA SECURITY.

a. This Section applies to any means through which Client orders or accesses the Services including, without limitation, system-to-system, personal computer or the Internet; provided, however, if Client orders or accessing the Screening Services via the Internet, Client shall fully comply with Agency's connectivity security requirements specified in section 6.c below.

For the purposes of this Section, the term "Authorized User" means a Client employee that Client has authorized to order or access the Screening Services and who is trained on Client's obligations under this Agreement with respect to the ordering and use of the Screening Services, and the information provided through same, including Client's FCRA and other obligations with respect to the access and use of consumer reports.

b. Client will, with respect to handling consumer reports:

i. Ensure only Authorized Users can order or have access to the Services,

ii. Ensure the Authorized Users do not order consumer reports for personal reasons or provide them to any third party except as permitted by this Agreement,

iii. Ensure that all devices used to Client to order or access the Services are placed in a secure location and accessible only by Authorized Users, and the such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,

iv. Take all necessary measures to prevent unauthorized ordering of or access to the Screening Services by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the Client security codes, member numbers, User IDs, and any passwords Client may use, to those individuals with a need to know, changing Client's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Services, or if Client suspects an unauthorized person has learned the password, and using all security features in the software and hardware Client uses to order or access the Services,

v. In no event access the Services via any wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals,

vi. Not use personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, DVDs, software, and code) to store the consumer reports. In addition, consumer reports must be encrypted when not in use and all printed consumer reports must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose,

vii. If Client sends, transfers or ships any consumer reports, encrypt the consumer reports using the following minimum standards, which standards may be modified from time to time by Agency: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms,

viii. Monitor compliance with the obligations of this Section 10, and immediately notify Agency if Client suspects or knows of any unauthorized access or attempt to access the Screening Services. Such monitoring will include, without limitation, a review of each Agency invoice for the purpose of detecting any unauthorized activity,

ix. Not ship hardware or software between Client's locations or to third parties without deleting all Agency Client number(s), security codes, User IDs, passwords, Client user passwords, and any consumer information,

x. Access, use and store the consumer reports only at or from locations within the territorial boundaries of the United States, US territories and Canada (the "Permitted Territory"). Client may not access, use or store the consumer reports at or from, or send the consumer reports to, any location outside of the Permitted Territory with first obtaining Agency's written permission,

xi. Inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment, and

xii. Use commercially reasonable efforts to assure data security when disposing of any consumer report information or record obtained from Agency. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Client's activities (e.g. the FTC, FDIC, NCUA) applicable to the disposal of consumer report information or records.

c. Client will, with respect to Client's network security;

i. use commercially reasonable efforts to protect consumer report information when stored on servers, subject to the following requirements:

1. consumer reports must be protected by multiple layers of network security, including but not limited to, firewalls, routers, intrusion detection device;
2. secure access (both physical and network) to systems storing consumer report information, must include authentication and passwords that are changed at least every 90 days; and
3. all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,

ii. use commercially reasonable efforts to protect Client's connection with dedicated, industry-recognized firewalls that are configured and managed to adhere to industry accepted best practices,

iii. may only hold consumer report information on an application server which can only be accessed by a presentation server, through one of the following:

1. Dual or multiple firewall method (preferred) – this method consists of a firewall between the Internet and the presentation server(s) and another firewall between the presentation server(s) and the application server holding consumer report information. The network firewall should ensure that only the presentation server(s) is/are allowed to access the application server holding consumer report information,
2. Single firewall method (acceptable) – when a dual firewall method is not feasible, a single firewall will provide acceptable levels of protection. The firewall should be installed between the Internet and the presentation server(s). Multiple interfaces to separate the presentation server(s) and the application server holding consumer report information are required. The firewall should be configured to allow only the presentation server(s) access to the application server holding Consumer Report information, or
3. ensure that all administrative and network access to the firewalls and servers must be through an internal network or protected extranet using strong authentication encryption such as VPN and SSH,

iv. use commercially reasonable efforts to route communications from Client's internal services to external systems through firewalls configured for network address translation (NAT), and

v. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by Agency.

d. If Agency reasonably believes that Client has violated this Section, Agency may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Client and at Agency's sole expense, conduct, or have a third party conduct on its behalf, an audit of Client's network security systems, facilities, practices and procedures to the extent Agency reasonably deems necessary, including an on-site inspection, to evaluate Client's compliance with the data security requirements of this Section.

7. WARRANTY AND LIMITATION OF LIABILITY.

a. Agency only undertakes to provide the Services to Client on a "commercially reasonable efforts" basis consistent with generally accepted and reasonable industry standards. Client must report any deficiencies in the Services provided to Agency in writing within forty-five (45) days of the performance of the Services and, in such event, Agency' entire liability shall be the re-performance of any deficient Services. If Agency is unable to re-perform such Services as warranted, Client shall be entitled to recover the fees paid to Agency for such deficient Service.

b. OTHER THAN THE EXPRESS LIMITED WARRANTIES IN THIS SECTION, AGENCY DISCLAIMS AND CLIENT WAIVES ALL OTHER WARRANTIES AND OBLIGATIONS OF AGENCY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY SERVICES, PRODUCTS OR OTHER ITEMS DELIVERED BY OR ON BEHALF OF AGENCY UNDER OR RELATED TO THIS AGREEMENT OR ANY OF ITS STATEMENTS OF WORK, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

c. WITHOUT LIMITING SECTION 7.a,

i. IN NO EVENT WILL AGENCY LIABILITY UNDER THIS AGREEMENT FOR DIRECT CLAIMS BY CLIENT EXCEED THE AMOUNT PAID TO AGENCY BY CLIENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO AGENCY LIABILITY AND

ii. ANY AND ALL CLAIMS THAT EITHER PARTY HAS AGAINST THE OTHER, WHETHER OR NOT THE CLAIMING PARTY IS AWARE OF SUCH CLAIMS, MUST BE BROUGHT WITHIN THE ONE (1) YEAR PERIOD FOLLOWING THE DATE THAT SUCH CLAIM FIRST AROSE. ANY CLAIM NOT BROUGHT WITHIN SUCH ONE (1) YEAR PERIOD SHALL BE DEEMED NULL AND VOID.

d. THE REMEDY PROVIDED BY THIS SECTION WILL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, AT LAW AND IN EQUITY, AND IN NO EVENT WILL AGENCY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY HERETO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

i. This Agreement will be governed by and construed in accordance with the law of the State of Oregon, without giving effect to its conflicts of laws provisions. This Agreement constitutes the entire agreement of the parties with respect to Client receiving Agency's Screening Services and no changes in this Agreement may be made except in writing by an officer of Agency.

8. **INDEMNIFICATION.** Client agrees to indemnify, defend and hold Agency and all its agents harmless on account of any expense or damage resulting for the publishing or any other disclosure contrary to the requirements of the FCRA Regulations.
9. **NOTICES.** Any notices, consents or other communications required or permitted under this Agreement must be in writing and delivered personally, overnight air courier, registered or certified mail, electronic mail, or fax and addressed as shown on the first page of this Agreement. Unless otherwise stated in this Agreement, notices, consents or other communication will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day if sent via overnight air courier; or (c) three (3) business days after being sent, if sent by registered or certified mail.
10. **LEGAL USE. All products and services made available to Client are furnished by Agency subject to the conditions that there will be no abuse, fraudulent activity, or illegal use of such products and services; Client acknowledges that doing so may subject Client to civil and/or criminal penalties. The FCRA provides that any person who knowingly and willfully obtains information on a Consumer from a Consumer Reporting Agency, such as Agency, under false pretenses shall be fined under Title 18 of the United States Code or imprisoned not more than two years or both.**
11. **SEVERABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
12. **Changes.** Agency reserves the right to modify this Agreement at any time. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Agency will notify Client of Amendments to the Agreement in writing. Client's continued use of Agency's Services will be deemed acceptance thereof.
13. **Entire Agreement; Governing Law.** This Agreement constitutes the entire agreement, understandings, and conditions of reporting between Agency and Client, and supersedes any previous agreements or understandings between the parties. This Agreement shall be governed by and interpreted in accordance with the law of Oregon.
14. **SURVIVAL OF CERTAIN PROVISIONS.** The provisions of Sections 2, 4, 6, 7, 8, 10, 11, 13, and 14 shall survive the termination of this Agreement.

EXHIBIT B1

California Retail Seller

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Client under the following circumstances: (a) if Client is a "retail seller" (defined in part by California law as "a person engaged in the business of selling goods or services to retail buyers") and is selling to a "retail buyer" (defined as "a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale") and a consumer about whom Client is inquiring is applying, (b) in person, and (c) for credit. Under the foregoing circumstances, the credit bureaus, before delivering a consumer report to Client, must match at least three (3) items of a consumer's identification within the file maintained by the credit bureaus with the information provided to the credit bureaus by Client in connection with the in-person credit transaction. Compliance with this law further includes Client's inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer's presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Client designated in Section I.3 of the Agreement that it is a "retail seller," Client certifies that it will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. If Client is not currently, but subsequently becomes a "retail seller," Client agrees to provide written notice to Agency prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Section, and with the specific certifications set forth herein.

Client certifies that, as a "retail seller," it will either (a) acquire a new Client number for use in processing consumer report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new Client number will require that Client supply at least three items of identifying information from the applicant; or (b) contact Agency to ensure that Client's existing number is properly coded for these transactions.

EXHIBIT B2

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

a) A person shall not obtain the credit report of a consumer unless:
   i) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
   ii) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

c) Nothing in this section shall be construed to affect:
   i) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
   ii) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 ***
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud–Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT**

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section

604(a)(3)(D)
• For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
• For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications
Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

• The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
• A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
• A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the
CRA if the consumer makes a request within 60 days.
• A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies
If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1)

requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators.
The Consumer Financial Protection Bureau regulations will be available at www.consumerfinance.gov/learnmore/.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators

have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at www.consumerfinance.gov/learnmore/.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. <u>Employment in the Trucking Industry</u>

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYMEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 614(d). This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral. The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
(1) the identify of all end-users;
(2) certifications from all users of each purpose for which reports will be used; and
(3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any
CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:

	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681c-1
Section 605B	15 U.S.C. 1681c-2
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over $10 billion and their affiliates.	a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006
b. Such affiliates that are not banks, savings associations, or credit	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 406 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357