



SUBSCRIBER AGREEMENT

In order to receive consumer reports, criminal background checks, social security verifications, address verifications, or any other enhancements from the consumer reporting system, or any background reporting systems (collectively called, "Reports") from PeopleCheck, Inc., the undersigned ("Client") agrees to the terms and conditions set forth in this Agreement (known as Agreement). PeopleCheck, Inc. shall not be obligated to provide reports or other enhanced products until such time that PeopleCheck, Inc. has a fully executed "Agreement" and account set up completed with access codes issued to "Client".

I. Client represents, warrants, and covenants to PeopleCheck, Inc. that Client is not an attorney, law firm, law enforcement agency, private detective, detective agency, related investigative company, bail bondsman, credit or financial counseling firm, credit repair agency, news agency, dating service, asset location service, or a person that will not be an end-user of the "Reports" and will notify PeopleCheck, Inc. immediately if any of the above mentioned conditions change. "Client" understands its obligations under the Federal Fair Credit Reporting Act and applicable state laws in ordering, using or releasing credit report information and will comply with all such obligations and is **responsible for its own regulatory and statutory compliance.**

II. Client certifies that they will order Reports and any other enhanced products for one or more of the following purposes and for no other purpose.

Client must initial by all applicable applications:

In association with the Pre-employment screening process.

As part of the tenant application approval process.

Volunteer Positions

III. Client will not resell or otherwise disclose Reports, enhancement of Reports (or any part thereof), except in connection with or association with the strict business purpose of the three areas outlined above to which the Report relates and to the consumer or applicant if adverse action has been taken based on the Report or as otherwise required by law. Client will refer consumers to PeopleCheck, Inc. for all substantial requires regarding Reports. Client will obtain the written permission of the consumer or applicant prior to requesting a Report where required under applicable laws in the form required under such laws and will provide to the consumer or applicant all notices and disclosures required under federal and state laws, including but not limited to the Fair Credit Reporting Act Disclosure, the Employment Release Authorization, and the Summary of Your Rights under the Fair Credit Reporting Act.

Rev: August 2020

- IV.** Client has received a copy of the PeopleCheck Inc. **“Notice to Users of Consumer Reports: Obligations under the FCRA.”** Client will comply with all requirements under the Fair Credit Reporting Act and applicable state laws in ordering and using Reports, and is solely responsible for its compliance. Client has received a copy of the PeopleCheck, Inc. **Access Security Requirements**, and agrees to comply with such requirements as modified by PeopleCheck, Inc. from time to time. Client will permit PeopleCheck, Inc. to audit Client’s procedures related to this Agreement, and will make all changes requested by PeopleCheck, Inc. required to comply with such requirements and to assure against unauthorized access of Reports. _____
- V.** Client will pay in full according to the PeopleCheck, Inc. fee schedule that is in effect at the time of invoicing. Fees will change effective upon written notice. An account is delinquent if not paid in full within 30 days after receipt of requested reports, scores or other enhancements from PeopleCheck, Inc. PeopleCheck, Inc. may impose a late charge of \$25.00 per month on a delinquent account past 45 days until paid in full and/or suspend providing Reports hereunder until all amounts owed have been paid in full. Client shall pay all attorney fees and collection costs incurred by PeopleCheck, Inc. in collection of any delinquent account, whether or not litigation is instituted. In the event of any litigation or other action involving this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs including trial, any appeal, and/or a bankruptcy or similar proceeding in addition to any other recovery to which it is entitled. This Agreement, constitutes the entire agreement of the parties with respect to its subject matter, and supersedes any contemporaneous or prior written or oral agreements or other communications regarding such subject matter. **No change may be made to this Agreement except in writing executed by Client and an officer of PeopleCheck, Inc. This Agreement shall be interpreted in accordance with the laws of the State of Georgia, without reference to its principles of conflict of laws.**
- VI. EITHER PARTY MAY TERMINATE THIS AGREEMENT WITHOUT CAUSE OR PENALTY, EFFECTIVE UPON PRIOR WRITTEN NOTICE TO THE OTHER PARTY.** No termination of this Agreement will affect any obligations arising prior to the effective date of termination or the limitations of liability set forth above.
- VII. CLIENT AGREES TO TAKE ALL NECESSARY MEASURES TO PREVENT UNAUTHORIZED USE OF THE INFORMATION PROVIDED BY PEOPLECHECK, INC.** Client will establish and enforce policies whereby employees are forbidden to obtain information on themselves or associates. Client further agrees that if the information is obtained for employment purposes that such reports will be ordered and obtained only pursuant to PeopleCheck, Inc employment report request procedures.
- VIII.** Arrests are not Convictions; Verification of accuracy should be done before adverse action is taken based on the findings of a Criminal Arrest(s) and/or Conviction(s). No Record found or the Record returned may or may not be the applicant’s total criminal history.

_____ I have read and understand this agreement.
(To be initialed by person signing on behalf of Client)

_____ I have read the Fair Credit Reporting Act, 15 U.S.C * 1681 et seq., and understand the Fair Credit Reporting Act Requirements of users and the penalties for obtaining consumer reports under false pretenses.
(To be initialed by person signing on behalf of Client)

_____ I certify that I will comply with my obligations under the Fair Credit Reporting Act.
(To be initialed by person signing on behalf of Client)



PERMISSIBLE PURPOSE FORM

Company Information

Name of Firm:

Other Business Name(s) or dba:

Physical
Address:

(location where PeopleCheck data is accessed/transacted/stored)

City:

State:

Zip:

Telephone:

Permissible Purpose

The company agrees and acknowledges that in order to obtain any consumer report related services from PeopleCheck, it must have one or more permissible purposes as outlined in the Fair Credit Reporting Act (FCRA). Based on its business and intent to use such services, the company certifies that its permissible purpose(s) is as follows:

Industry:

Nature of Business:

Permissible Purpose: Employment purposes

Signature

PeopleCheck performs credentialing activities before granting access to its data as directed by federal statutes and PeopleCheck business policies. In accordance with those requirements, I hereby provide written authorization for PeopleCheck to obtain and review information (including reports and criminal background reports) to satisfy its legal obligations and business policies. I acknowledge PeopleCheck will, from time to time as it deems necessary, perform those reviews based on information Provided in my Application for Service and /or this form.

Principle's

Name:

Title:

Principal's signature:

Date:



SUBSCRIBER INFORMATION:

Company Name: _____

dba (if applicable) _____

Address* _____

City: _____ State: _____ Zip: _____

**Physical Address Only (PO Boxes may be used for billing only and listed separately)*

Phone: () _____ Fax: () _____

User Contact: _____ User E-Mail: _____

User Contact: _____ User E-Mail: _____

Billing Contact: _____ Billing E-mail: _____

How did you hear of PeopleCheck? _____

The undersigned is a duly authorized representative of the above named company and warrants that the information contained herein is correct and complete. In consideration for providing services to the above listed subscriber, PeopleCheck, Inc. may obtain financial information including business credit reports and/or personal credit reports and/or other relevant information regarding the undersigned company and its owner(s), partners and/or proprietors. I further authorize my creditors to treat a photocopy or facsimile of my signature as if it was an original, and accept such as my authorization to release credit information to PeopleCheck, Inc. telephonically or by any other suitable method.

Signature _____ Date _____

Print Name _____ Title _____



Payment Method – Please Check One:

Credit Card Only

Invoicing with Credit Card as a Backup for payment of Invoices not paid in full within thirty (30) days.

Credit Card Information: I hereby authorize PeopleCheck Inc. to use my card below:

Choose Card Type: Credit or Debit

Choose Card: Visa MasterCard Discover Amex

Credit Card #: _____ Exp (MM/YY): _____

Is this a Business or Personal Credit Card? _____

Name as it appears on Card: _____

Credit Card Bill to Address: _____

City: _____ State: _____ Zip: _____ Country: _____

I am aware that this is an ongoing authorization for all charges incurred while using PeopleCheck services. This authorization shall remain in effect until cancelled by me in writing. I confirm that my name, as it appears on my credit card, is written as indicated above, and that the billing address for this credit card is also correct. User understands that PeopleCheck Inc. reserves the right to interrupt service if the Credit/Debit card is declined upon billing.

Cardholder Signature: _____ Date: _____

*Billing Approval Signature: _____ Date: _____

*Required if billing requires approval other than that of the User

Billing Printed Name: _____ Date: _____

PREFERRED USERNAME MUST BE A MINIMUM OF 8 ALPHANUMERIC CHARACTERS. PLEASE DO NOT USE ANY COMBINATION OF YOUR FIRST, LAST OR COMPANY NAME. USERNAME WILL BE USED TO LOGIN TO THE WEBSITE.

Name (First/Last) Preferred User Name, Email Address, Phone (Direct Contact)

Principal Contact	phone: _____	email: _____	@ _____
Additional User	phone: _____	email: _____	@ _____
Additional User	phone: _____	email: _____	@ _____
Additional User	phone: _____	email: _____	@ _____
Additional User	phone: _____	email: _____	@ _____

COMPANY NAME: _____ **Year Established:** _____

BY: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

AGREEMENT FOR SERVICE

This agreement (the "Agreement") is entered into by and between PeopleCheck Inc. and the new user first indicated above and within this Agreement (the "Customer") for the PeopleCheck Services.

SCOPE OF SERVICES. PeopleCheck provides nationwide background investigation information and related services ("the Services") using its proprietary databases and information obtained from third parties ("Third Parties"). Customer hereby subscribes to Services for approved investigatory practices that fall within the scope of Customer's legally approved and authorized authority. PeopleCheck Inc. reserves the right to cancel, suspend, or reject this Agreement without recourse against PeopleCheck, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, the undersigned ("Customer") hereby authorizes PeopleCheck to independently verify the information provided herein and perform research about the individuals identified herein. PeopleCheck agrees to provide the Services to Customer subject to the terms and conditions contained herein. This Agreement shall encompass any and all delivery methods for the Services.

Business Credit Application

Name/Address

Last:	First:	Middle Initial:	Title:
Name of Business:			Tax I.D. Number:
Address:			
City:	State:	ZIP:	Phone:

Company Information

Type of Business:	In Business Since:			
Legal Form Under Which Business Operates:				
Corporation <input type="checkbox"/>	Partnership <input type="checkbox"/>	Proprietorship <input type="checkbox"/>		
If Division/Subsidiary, Name of Parent Company:		In Business Since:		
Name of Company Principal Responsible for Business Transactions:		Title:		
Address:	City:	State:	ZIP:	Phone:
Name of Company Principal Responsible for Business Transactions:		Title:		
Address:	City:	State:	ZIP:	Phone:

Bank References

Institution Name:	Institution Name:	Institution Name:	
Checking Account #:	Savings Account #:	Home Equity Loan:	Loan Balance:
Address:	Address:	Address:	
Phone:	Phone:	Phone:	

Trade References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

Signature _____

Date _____

EMPLOYMENT RELEASE AUTHORIZATION

In conjunction with my application for employment (including contract services) with you, my prospective employer, I understand that you intend to hire PeopleCheck Inc./PeopleCheckus.com to obtain Consumer Reports and / or Investigative Consumer Reports (hereinafter called "Reports") about me as defined in the Fair Credit Reporting Act (FCRA). These "Reports" may include information concerning my character, academic background, credentials, Employment verification, city, county, state or federal court agency or department. You also may/will seek information concerning my employment history, workers' compensation (where available) history, motor vehicle record, education verification, civil litigation history and/or criminal record, Georgia criminal history. Further, I hereby give consent for PeopleCheck to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia

I hereby authorize any corporation; employer; former employer; educational institution; private information bureau; law enforcement agency, city, county, state or federal court, agency or department and any person that has any record or knowledge of my court, criminal, driving, education, immigration, legal, medical, Social Security Administration to provide any information or records in its possession regarding my history to PeopleCheck, Inc and/or its authorized agents.

I understand that you may rely on any or all of the above referenced information in determining whether to extend an offer of employment to me. If you contemplate making an adverse employment-related decision that will affect me based, in whole or in part, upon a "Report" obtained from PeopleCheck Inc./PeopleCheckus.com, I will be provided with a copy of the "Report" and a written summary of my Consumer Rights under the FCRA before you finalize that decision. If an adverse employment-related decision is ultimately made, I have the right to dispute the accuracy or completeness of the Report and to receive an additional free copy of the report from PeopleCheck, Inc/PeopleCheckus.com within sixty (60) days of the adverse decision.

I have read the above disclosure and I hereby authorize you, PeopleCheck Inc./PeopleCheckus.com or its authorized agents to obtain the above referenced information about me. I also authorize all agencies, bureaus, employers, information service organizations and individuals to provide any of the above referenced knowledge or information they have concerning me. If I am hired, this authorization shall remain on file and shall serve as an ongoing authorization for you to obtain Criminal, Georgia Criminal "Reports" about me from PeopleCheck Inc./PeopleCheckus.com at any time during my employment with you. A photocopy or facsimile of this authorization shall be as valid as the original. I agree that all disputes arising from this "Report" shall be brought only in state or federal court in the State of Georgia and shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Signature: _____ Date _____

THE FOLLOWING INFORMATION IS REQUIRED TO CONDUCT THE BACKGROUND INVESTIGATION

PRINT FULL NAME _____ Social Security Number _____ Date of Birth _____

PREVIOUS OR MAIDEN NAME (if applicable) _____ Sex _____ Race _____ Purpose Code Employment

STREET ADDRESS - _____ CITY _____ STATE _____ ZIP _____

DRIVER'S LICENSE NUMBER (copy of license required) _____ STATE ISSUED _____

LIST STATES OF RESIDENCE, OTHER THAN ABOVE, FOR THE PAST SEVEN (7) YEARS:
STATE _____ STATE _____ STATE _____ STATE _____ STATE _____ STATE _____

EMAIL ADDRESS _____

Phone Number: _____

My prospective employer understands age is a protected characteristic and the information requested will not be used as the basis for any employment decision.

Notice to Applicants

By checking this box, I request to receive a free copy of any Report ordered on me.

Email address: _____ **

** By entering my email address, I authorize PeopleCheck Inc./PeopleCheckus.com to deliver my Report via email

Notice to California Residents:

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by PeopleCheck Inc./ PeopleCheckus.com during normal business hours. You may also obtain a copy of this file, either in person or by mail, by submitting proper identification and paying the costs of duplication services. You may also receive a summary of the file by telephone by being able to provide adequate identification as to allow PeopleCheck Inc./PeopleCheckus.com to determine with reasonable certainty that you are the subject of the report. PeopleCheck Inc./PeopleCheckus.com is required to have personnel available to explain your file to you and must explain to you any coded information appearing in your file. If you appear in person, another person of your choice may accompany you, providing that this additional person furnishes proper identification. PeopleCheck Inc./ PeopleCheckus.com Privacy Policy can be viewed at www.peoplecheckus.com.

***** IF FAXING OR EMAILING REQUEST, THIS SECTION MUST BE COMPLETED BY EMPLOYER FOR PROCESSING *****

Company making request: _____ Date Submitted _____

Contact _____ Phone _____

FAIR CREDIT REPORTING ACT DISCLOSURE

In conjunction with my application for employment (including contract services) with you, my prospective employer, I understand that you intend to hire PeopleCheck Inc/PeopleCheckus.com to obtain Consumer Reports and / or Investigative Consumer Reports (hereinafter called "Reports") about me as defined in the Fair Credit Reporting Act (FCRA) 15 U.S.C. § 1681 et seq . These "Reports" may include information concerning my credit worthiness, credit standing, credit capacity, character, academic background, credentials, work habits, work performance, work experience, reasons for work termination, general reputation, personal characteristics or mode of living. You also may seek information concerning my employment history, workers' compensation history, motor vehicle record, education verification, civil litigation history and/or criminal record. I understand that you will not seek medical or genetic information.

I understand that you may rely on any or all of the above referenced information in determining whether to extend an offer of employment to me. If you contemplate making an adverse employment-related decision that will affect me based, in whole or in part, upon a "Report" obtained from PeopleCheck Inc/ PeopleCheckus.com. I will be provided with a copy of the "Report" and a written summary of my Consumer Rights under the FCRA before you finalize that decision. If an adverse employment-related decision is ultimately made, I have the right to dispute the accuracy or completeness of the Report and to receive an additional free copy of the Report from PeopleCheck Inc / PeopleCheckus within sixty (60) days for the adverse decision.

I have read the above disclosure and I hereby authorize you, PeopleCheck Inc/PeopleCheckus.com or its authorized agents to obtain the above referenced information about me. I also authorize all agencies, bureaus, employers, information service organizations and individuals to provide any of the above referenced knowledge or information they have concerning me. If I am hired, this authorization shall remain on file and shall serve as an ongoing authorization for you to obtain Reports about me from PeopleCheck Inc/PeopleCheckus.com at any time during my employment with you. A photocopy or facsimile of this authorization shall be as valid as the original. I agree that any and all disputes arising from this "Report" shall be brought only in state or federal court in the State of Georgia and shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Consumers have the right to obtain a security freeze

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit. As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years. A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

Print Name: _____

Date: _____

Signature: _____

Notice to Applicants::

By checking this box, I request to receive a free copy of any consumer report ordered on me.

Email address: _____ **

** By entering my email address, I authorize PeopleCheck Inc./PeopleCheckus.com to deliver my report via email

Notice to California Residents:

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by PeopleCheck Inc./PeopleCheckus.com during normal business hours and on reasonable notice. You may also obtain a copy of this file, either in person or by certified mail, by submitting proper identification and paying the costs of duplication services. You may also receive a summary of the file by telephone by being able to provide adequate identification as to allow PeopleCheck Inc./PeopleCheckus.com to determine with reasonable certainty that you are the subject of the report. A request for a copy of the file to be provided by certified mail or telephone must be made in writing. PeopleCheck inc./PeopleCheckus.com is required to have personnel available to explain your file to you and must provide and explanation in writing to you any coded information appearing in your file. If you appear in person, another person of your choice may accompany you, providing that this additional person furnishes proper identification. PeopleCheck Inc./PeopleCheckus.com Privacy Policy can be viewed at www.peoplecheckus.com

THIS FORM IS FOR PERMANENT RETENTION IN PERSONNEL FILE.

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Ordering Procedures

Website Ordering:

The PeopleCheck team provides our clients with access to our secure website for ordering searches, accessing completed reports, and storage of results for up to 10 years.

We work diligently with our clients to provide them with an efficient and worker friendly ordering process. We will work to develop customized packages that will eliminate repetitive clicking and ordering errors.

To Place an order login to the web site select place order, then if a bundle package report has been made hit the bundle report this will take you to the data entry screen where you will complete all the fields. Once the order has been placed you will fax (866-755-0841) to us the release/authorization form that was completed by the candidate or attach the release to the request in the system.

No order can be process without the release being received.

Orders are returned to the client directly to the users email inbox on completion as notifies of being completed. The Client then logs into the web site (www.peoplecheckus.com), once on the web site go to the status box and hit the arrow and choose results. This will show a list of all completed orders. All attached information will be an adobe file for viewed the requested information. If there or no hits the remarks will reflect no record found or no match found.

Release and Authorization Form:

In order to comply with FCRA regulations a signed and dated release, must be completed by the applicant and received in our office before an order can be processed.

Training:

Training sessions can be scheduled at the clients' convenience. Training will consist of taking the users through all aspects of the website and the proper forms required by government regulations. Additional hard copies of instructions can be made available on request.

Turn around Time:

Turn around for all services will depend on the type and amount of reports ordered.

- Most criminal searches will be completed within 24 to 48 hours or less.
- Employment Verifications can vary according to the employer and or most importantly the information provided must be clear and complete. This should include contact name, email, current number and time line of employment but generally will take 24 to 48 hours to complete.
- Education Verifications can take up to 48 to 72 hours are less with accurate and complete information.

Service Packages Examples only:

PeopleCheck can customize packages to simplify the ordering process. Some example packages include the following:

Standard Employee Background:

- Social Security Verification
- Address History
- Statewide Criminal Search

Standard Plus MVR:

- Social Security Verification
- Address History
- Statewide Criminal Search
- State Motor Vehicle Report

Standard Plus Education and/or Employment:

- Social Security Verification
- Address History
- Statewide Criminal Search
- Degree Verification and/or Employment Verification

Premium Service Package:

- Social Security Verification
- Statewide Criminal Search
- Employment Verification
- Degree Verification
- Credit Report
- Multi-State Search (National Criminal Search)
- Address History

Supplemental Searches

Multi-State Search:

The Multi-State search provides criminal information in 50 + states. While the Multi-State search is a nationwide search, the information available for each state may not be a complete criminal history and in many cases may not return accurate results.

PeopleCheck recommends using instant database searches as an auxiliary search only and NOT as a replacement for a full statewide or county criminal history.

PeopleCheck Inc.
P.O. Box 1544
Gainesville, GA 30503
Tel: 770 535 6200
Fax: 770 535 6780

Order cover sheet for Employment Screening

Client: _____ Location: _____

Phone Number: _____ Fax: _____

Name of Applicant: _____ SS# _____

Please check the services you would like preformed.

___ Address History Verification

___ Civil Criminal Search ___ National or ___ State

___ Drug Testing ___(5panel)___(10panel)___(13 panel)

___ Education Verification ___# of schools (need names and dates)
(name attended under)

___ Employment Verification ___# needed (copy of application with this
information will be needed)

___ Federal Criminal Search

___ Motor Vehicle Record (copy of license if available)

___ Multi-State Search (Nationwide)

___ Other service needed: _____

___ Reference checks ___# of references to be checked

___ Social Security Verification

___ State Criminal History ___State needed ___years to be searched 7 or 10

___ Rush Order additional fee of \$5.00

RELEASE MUST BE RECEIVED TO PROCESS ANY AND ALL REQUEST

Para información en español, 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 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 identity 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 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **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:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>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.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>

All users of consumer reports must comply with all applicable regulations. 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 (CFPB) 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 CFPB'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 identity 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. Federal regulations are 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. Federal regulations have been issued that cover disposal

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 CFPB.

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 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. Employment in the Trucking Industry

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
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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 EMPLOYEE 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 as 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 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers 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 to 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 CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant 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 identity 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 CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y