



PLEASE READ THESE INSTRUCTIONS CAREFULLY BEFORE YOU BEGIN THE APPLICATION

An approved membership with Innovative Credit Solutions will give you access to protected consumer information from the Equifax bureau. You can complete the application on your screen, then print and sign. Your signature acknowledges you have read and will comply with the provisions within these documents. Please scan and email the completed application (pages 1 through 16) to info@icscredit.com or fax to 888-571-7222.

- All application pages must be returned (no exceptions).
 - Page 1 – Application Form – you may enter the information electronically or a hand-written copy is acceptable. Please be sure to complete the **Permissible Purpose** section by checking the box that applies and include a description of how the credit information will be used. Please make sure the credit card information is correct and the page is signed.
 - Page 2 & 3 – Broker Subscriber Agreement – top of page 2 - print the name of your company in the blank; bottom of page 3 - print your name & company name; sign & date
 - Page 4 – FCRA Requirements – print your company name (End User), your name and title; sign & date
 - Page 5 – 16 – EQUIFAX Exhibit A
 - Page 6 #8 – Initial each question
 - Page 8 #11 – Initial each statement
 - Page 10 - Print your name, title, company name; sign & date. Print the name, title, address, email address, phone number and fax number of the person responsible for credit reporting compliance
 - Page 17 & 18 – Fair Credit Reporting Act Summary of Rights – You do not need to return these pages
- You must provide the physical address where the consumer reports will be accessed. This is the address we need for the inspection. If there is a different billing contact and address, please provide.
- We will need an email address, telephone number and contact person that can be reached during the day.
- If you do not have a shredder, please purchase one prior to the inspection, consumer information must be shredded when you no longer need it.
- The office where the consumer reports will be accessed must have a locking door or locking file cabinet.
- If your business is operated from a private residence, the office must be in a separate room with a locking door. There can be no evidence of any other activity in that room other than the business.
- Trendsorce is the company used for the onsite inspection of your business. A representative from Trendsorce will contact you to set up an appointment for the inspection.

If you have any questions, please call us at 800-345-2746 or e-mail your questions to info@icscredit.com.

INNOVATIVE CREDIT SOLUTIONS, INC.

Phone: 1-800-345-2746
Fax: 1-888-571-7222
info@icscredit.com

APPLICATION FOR SERVICE

P O Box 1440
Lexington, SC 29071
www.icscredit.com

COMPLETE ALL INFORMATION AND SIGN APPLICATION
INCLUDE COPY OF BUSINESS LICENSE WITH APPLICATION

BUSINESS INFORMATION

Name of Firm				Federal Tax ID#	
Other business name(s) or dba				Web Address	
Phone:		Fax:		E-mail:	
Physical Address (No PO Box numbers)					
City:			State:		ZIP Code:
Business Established:	Month	Year	How long at current address:		Years Months
Does your business operate from a residence			<input type="checkbox"/> YES <input type="checkbox"/> NO		Number of Employees:
Contact Name:			Title:		
Phone:		Fax:		E-mail:	
Company name as listed with Directory Assistance:					
Nature of your Business (be specific):					
Services offered or products sold:					
Permissible Purpose/Appropriate Use: <input type="checkbox"/> Extending Credit <input type="checkbox"/> Employment Purposes <input type="checkbox"/> Tenant Screening <input type="checkbox"/> Other Describe the specific purpose for which credit information will be used. ***This field must be completed***					
I <input type="checkbox"/> will <input type="checkbox"/> will not be requesting consumer reports in <input type="checkbox"/> California <input type="checkbox"/> Vermont					
Business Hours:			Business Days:		

BILLING INFORMATION

Billing Contact:		Phone:	E-mail:
Cost to Activate Account: \$75.00 Annual Fee & \$75.00 Set-Up Fee (onsite inspection) = \$150.00			
<input type="checkbox"/> Option 1: \$15.00 per consumer credit report <input type="checkbox"/> Option 2: \$7.50 per consumer credit report with \$20.00 Monthly Minimum			
CREDIT CARD INFORMATION <input type="checkbox"/> American Express <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover			
Credit Card #:		Exp Date	CVV # (digits on back of card)
Name on Card:			
Billing Address on Card:		City	State Zip
<small>Federal regulation requires that ICS, Inc. conduct an onsite property observation of your company. In most cases, this must be conducted prior to your account being established. Please note that ICS, Inc. contracts with a vendor to conduct these property observations and that vendor will be contacting you on behalf of ICS, Inc. to schedule an appointment. (The vendor usually contacts you within three days of receipt of application.)</small>			

SIGNATURE & AGREEMENT

I certify that I will use the Experian, Equifax, TransUnion background information for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. I will not resell the report to any third party. I understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated. By signing below I authorize Innovative Credit Solutions, Inc. to charge the above listed credit card for all services provided. I certify that the above information is accurate. By signing, I warrant that I have the authority to sign on behalf of the company. I acknowledge that an onsite inspection will be required for new customers. A copy of the Company business license is included with this application.		
Principal's Name (please print)		Title or Position:
Principal's Signature (required):		Date:

Disclaimer of Warranty: Because this service involves information provided from other sources, Innovative Credit Solutions, Inc. cannot and will not be an insurer or guarantor of the accuracy or reliability of the service of data released or stored. Innovative Credit Solutions does not guarantee or warrant the accuracy, timeliness, completeness, currentness, merchantability or fitness for a particular purpose of the service. Information in the service or the media on or through which the services are provided and shall not be liable to Subscriber or to any of the Subscribers customers for any loss or injury arising out of or caused in whole or part by Innovative Credit Solutions, Inc. acts or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the services or information therein.

INNOVATIVE CREDIT SOLUTIONS, INC.

BROKER SUBSCRIBER AGREEMENT

The undersigned (hereinafter referred to as the Subscriber) _____
desiring to receive various information services as available through Innovative Credit Solutions, Inc., (hereinafter referred to as ICS), a reseller of consumer credit reports and other information agrees that all information obtained will be subject to the following conditions:

EMPLOYMENT PURPOSES: Information obtained through ICS will be requested only for Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Only designated representatives of Subscriber will request information on Subscriber's employees, and employees will be forbidden to obtain reports on themselves, associates or any other persons except in the exercise of their official duties. Subscriber agrees that each time a request is made for information on a credit report for employment purposes, Subscriber will comply with §604 of the FCRA, namely:

- 1) The consumer has been given a clear and conspicuous written notice, in evidence (in a document that consists solely of the disclosure), that a consumer report may be requested for employment purposes.
- 2) The consumer has authorized the Subscriber, in writing to procure the report.
- 3) The information in the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
- 4) Before taking adverse action, in whole or part on the report, Subscriber will provide the consumer a copy of the report and a description of the consumer's rights under the FCRA. A copy of which is attached hereto ("Summary of the Consumers Rights").

Subscriber will hold ICS, Equifax, Experian, TransUnion and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of the information obtained by Subscriber, its employees or agents contrary to the conditions of Paragraph 2 or applicable law.

Recognizing that information obtained through ICS is secured by and through fallible human sources and that, for the fee charged, ICS, Equifax, Experian and TransUnion cannot be an insurer of the accuracy of the information obtained. Subscriber understands that the accuracy of any information received by a Subscriber is not guaranteed by ICS, Equifax, Experian or TransUnion and Subscriber releases ICS, Equifax, Experian, TransUnion and its affiliate companies, affiliated credit bureaus, agents, employees, and independent contractors or indirectly from the information obtained.

CREDIT SCORES: If a score is obtained, Subscriber agrees that Fair Isaac, ICS, Equifax, Experian, TransUnion, their Officers, directors, employees, agents, sister or affiliated companies or any third party contractors or suppliers are not responsible for any loss of profits, special, indirect, consequential or exemplary damages, costs or expenses in connection with the use or performance of scores even if advised of the possibilities of such damages. Subscriber understands that ICS, Equifax, Experian or TransUnion do not guarantee the predictive value of a score. Subscriber releases ICS, Equifax, Fair Isaac, Experian, TransUnion, their officers, employees, agents, sister or affiliated companies or any third party contractors or suppliers from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by Subscriber resulting from the use of a score or any failure of score to accurately predict the credit worthiness of Subscriber's applicants and customers in connection with Subscriber's actions in regard to its applicants and customers.

Written notice by either party to the other will terminate this Agreement effective ten days after the date of that notice, but the obligations and agreements set forth in the second, third, and fourth paragraphs above will remain in force.

Subscriber certifies that it will order consumer reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq ("FCRA") only when Subscriber intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for one of the following permissible purposes:

- a) In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or connection of an account of, the consumer, or
- b) For employment purposes; provided Subscriber follows guidelines of Paragraph 2 above and will comply with §604 of the FCRA, or
- c) In connection with the underwriting of insurance involving the consumer, or
- d) In connection with the legitimate business need for the information in connection with a business transaction initiated by the consumer or to review an account to determine whether the consumer continues to meet the terms of the account; and the Applicant agrees to identify to ICS each request at the time such report is ordered, and to certify the legitimate business need for such report; or

- e) 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.

Subscriber will use each consumer report ordered under this Agreement for one of the foregoing purposes.

Subscriber agrees that any person designated as an authorized user in obtaining consumer reports is aware of the obligations of the Subscriber and its authorized users under this agreement including the FCRA and other obligations with respect to the access and use of consumer reports. Subscriber will (a) ensure that all consumer information be kept in a secure area and only accessible by authorized users; (b) ensure that only the authorized users can order the consumer reports; and, (c) ensure that the authorized user does not order credit reports for personal reasons or provide them to any third party.

Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry. When consumer reports are not longer needed they are to be shredded. Subscriber agrees that it shall use consumer reports only for a one-time use, and to hold the report in strict confidence, and not to disclose it to third parties. Subscriber will also inform authorized users and other employees with a need to know that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment.

Subscribers may discuss information obtained through ICS with the consumer in the event Subscriber declines or takes adverse action regarding the consumer. In the event of disclosure to the consumer by Subscriber, ICS, Equifax, Experian and TransUnion shall be held harmless from any liability, damages, cost or expense including reasonable attorney's fees resulting there from. ICS, Equifax, Experian and TransUnion shall not be liable in any manner whatsoever for any loss or injury to applicant resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information, such information being based, however, upon reports obtained from sources considered to be reliable.

Access to the Death Master File as issued by the Social Security Administration requires an entity to have a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule regulation, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. §1110.102(a)(1).

The National Technical Information Service has issued the Interim Final Rule for temporary certification permitting access to the Death Master File ("DMF"). Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. §1110.102, access to the DMF is restricted to only those entities that have a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule regulation, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. §1110.102(a)(1). As many credit bureau services contain information from the DMF, ICS would like to remind you of your continued obligation to restrict your use of deceased flags or other indicia within the credit bureau services to legitimate fraud prevention or business purposes in compliance with applicable laws, rules and regulations and consistent with your applicable Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) or Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) use. Your continued use of credit bureau services affirms your commitment to comply with these terms and all applicable laws.

You acknowledge you will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the credit bureau services.

By signing below Subscriber acknowledges that Subscriber has read agreement and all Exhibits including but not limited to California Retail Seller Compliance and the Vermont Fair Credit Statute, 9 V.S.A. §2480e (1999) and understands and agrees to all conditions of this agreement. Subscriber also agrees that if reports are requested for Employment Purposes, Subscriber will comply with Paragraph 2 above and guidelines outlined in §604 of the FCRA. To view the FCRA in its entirety go to <http://www.ftc.gov/os/statutes/031224fcra.pdf>.

Subscriber also understands that it is solely the responsibility of the Subscriber to know the conditions outlined in the FCRA and other state and federal laws concerning the use of consumer reports and information. By signing this agreement, subscriber acknowledges they have read and understand the "FCRA Requirements" notice and the "Access Security Requirements" and will take all reasonable measures to enforce them within their facility. Subscriber further agrees they will NOT resell the report to any third party.

The undersigned is a duly authorized representative of Subscriber with all powers to execute this Agreement.

SIGNATURE _____ DATE _____

PRINT NAME _____ TITLE _____

FCRA Requirements

Federal Fair Credit Reporting Act (as amended by the Consumer Credit Reporting Reform Act of 1996)

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. A copy of the FCRA is available on the FAQ tab of our website: www.icscredit.com. We suggest that you and your employees become familiar with the following sections in particular:

- § 604. Permissible Purposes of Reports
- § 607. Compliance Procedures
- § 615. Requirement on users of consumer reports
- § 616. Civil liability for willful noncompliance
- § 617. Civil liability for negligent noncompliance
- § 619. Obtaining information under false pretenses
- § 621. Administrative Enforcement
- § 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies
- § 628. Disposal of Records

Each of these sections is of direct consequence to users who obtain reports on consumers.

As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes.

We strongly endorse the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate.

We support consumer reporting legislation that will assure fair and equitable treatment for all consumers and users of credit information.

End User: _____

SIGNATURE _____ DATE _____

PRINT NAME _____

TITLE _____



EXHIBIT A

Qualified Subscriber Terms and Conditions

Equifax Information Services LLC ("**Equifax**")

Equifax Information Services (as defined below) will be received by Qualified Subscriber through CRA subject to the following conditions (the "**Terms and Conditions**"):

1. Any information services and data originating from Equifax (the "**Equifax Information Services**" or "**Equifax Information**") will be requested only for Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted under the last sentence of this Paragraph. Only designated representatives of Qualified Subscriber will request Equifax Information Services on Qualified Subscriber's employees, and employees are forbidden to obtain consumer reports on themselves, associates or any other persons except in the exercise of their official duties. Qualified Subscriber will not disclose Equifax Information to the subject of the report except as permitted or required by law, but will refer the subject to Equifax.
2. Qualified Subscriber will hold Equifax and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of Equifax Information by Qualified Subscriber, its employees or agents contrary to the conditions of Paragraph 1 or applicable law.
3. Recognizing that information for the Equifax Information Services is secured by and through fallible human sources and that, for the fee charged, Equifax cannot be an insurer of the accuracy of the Equifax Information Services, Qualified Subscriber understands that the accuracy of any Equifax Information Service received by Qualified Subscriber is not guaranteed by Equifax, and Qualified Subscriber releases Equifax and its affiliate companies, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the Equifax Information Services and from any loss or expense suffered by Qualified Subscriber resulting directly or indirectly from Equifax Information.
4. Qualified Subscriber will be charged for the Equifax Information Services by CRA, which is responsible for paying Equifax for the Equifax Information Services.
5. Written notice by either party to the other will terminate these Terms and Conditions effective ten (10) days after the date of that notice, but the obligations and agreements set forth in Paragraphs 1, 2, 3, 6, 7, and 8 herein will remain in force.
6. Qualified Subscriber certifies that it will order Equifax Information Services that are consumer reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Qualified Subscriber intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for one of the following permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) 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; (iv) when Qualified Subscriber 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 (v) for employment purposes; provided, however, that QUALIFIED SUBSCRIBER IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES UNLESS QUALIFIED SUBSCRIBER HAS AGREED IN WRITING TO THE TERMS AND CONDITIONS OF THE EQUIFAX PERSONA SERVICE. Qualified Subscriber will comply with applicable federal and state laws, rules and regulations relating to such party's performance of its obligations under these Terms and Conditions including, but not limited to, all applicable consumer financial protection laws. In addition, Qualified Subscriber shall not engage in any unfair, deceptive, or abusive acts or practices. Qualified Subscriber will use each consumer report ordered under these Terms and Conditions for one of the foregoing purposes and for no other purpose.
7. 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) years, or both." Equifax may periodically conduct audits of Qualified Subscriber regarding its compliance with these Terms and Conditions, including, without limitation, the FCRA, other certifications and security provisions in these Terms and Conditions. Audits will be conducted by mail whenever possible and will require Qualified Subscriber to provide documentation as to permissible use of particular consumer reports. Qualified Subscriber gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Qualified Subscriber's material breach of these Terms and Conditions, constitute grounds for immediate suspension of service or termination of these Terms and Conditions, notwithstanding Paragraph 5 above. If Equifax terminates these Terms and Conditions due to the conditions in the preceding sentence, Qualified Subscriber (i) unconditionally releases and agrees to hold Equifax harmless and indemnify it from and against any and all liabilities of

whatever kind or 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 or nature against Equifax in connection with such termination.

8. California Law Certification. Qualified Subscriber will refer to **Exhibit 1-A** in making the following certification, and Qualified Subscriber agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act.

(QUALIFIED SUBSCRIBER'S AUTHORIZED REPRESENTATIVE MUST PLACE HIS/HER INITIALS NEXT TO THE APPLICABLE SPACE BELOW)

1. Do you, Qualified Subscriber certify you are a "retail seller," as defined in Section 1802.3 of the California Civil Code and referenced in Exhibit A1?

_____ yes

_____ no

2. Do you, Qualified Subscriber issue credit to consumers who appear in person on the basis of an application for credit submitted in person?

_____ yes

_____ no

9. Vermont Certification. Qualified Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Qualified Subscriber certifies that it will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act ("**VFCRA**"), only after Qualified Subscriber has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Qualified Subscriber further certifies that the attached copy of Section 2480e (**Exhibit 1-B**) of the Vermont Fair Credit Reporting Statute was received from Equifax.

10. Data Security.

10.1. This Paragraph 10 applies to any means through which Qualified Subscriber orders or accesses the Equifax Information Services including, without limitation, system-to-system, personal computer or the Internet.

For the purposes of this Paragraph 10, the term "**Authorized User**" means a Qualified Subscriber employee that Qualified Subscriber has authorized to order or access the Equifax Information Services and who is trained on Qualified Subscriber's obligations under these Terms and Conditions with respect to the ordering and use of the Equifax Information Services including Qualified Subscriber's FCRA and other obligations with respect to the access and use of consumer reports.

10.2. Qualified Subscriber will, with respect to handling Equifax Information:

(a) ensure that only Authorized Users can order or have access to the Equifax Information;

(b) ensure that Authorized Users do not order consumer reports for personal reasons or provide them to any third party except as permitted by this Agreement;

(c) 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,

(d) ensure that all devices used by Qualified Subscriber to order or access the Equifax Information are placed in a secure location and accessible only by Authorized Users, and that such devices are secured when not in use, through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures;

(e) take all necessary measures to prevent unauthorized ordering of or access to the Equifax Information by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the Qualified Subscriber security codes, member numbers, User IDs, and any passwords Qualified Subscriber may use (collectively, "**Security Information**"), to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited,

(f) change Qualified Subscriber's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Equifax Information, or if Qualified Subscriber suspects an unauthorized person has learned the password. Additionally, perform at least quarterly entitlement reviews to recertify and validate Authorized User's access privileges,

(g) adhere to all security features in the software and hardware Qualified Subscriber uses to order or access the Equifax Information, including the use of IP restriction;

(h) implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts;

(i) in no event access the Equifax Information via any unregistered hand-held wireless communication device, that have not gone through Client's device enrollment, access, and authentication process. Such process shall be reviewed and approved by Equifax prior to allowing access to Equifax Information via any hand-held communication device;

(j) not use non-company owned assets such as 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 and DVDs) to store the Equifax Information. In addition, Equifax Credit Information must be encrypted when it is not in use and all printed Equifax Information, 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;

(k) if Qualified Subscriber sends, transfers or ships any Equifax Information, encrypt the Equifax Information using minimum standards of Advanced Encryption Standard (AES), minimum 128-bit key, encrypted algorithms, which standards may be modified from time to time by Equifax;

(l) not ship hardware or software between Qualified Subscriber's locations or to third parties without deleting all Security Information and any consumer information;

(m) monitor compliance with the obligations of this Section 10, and immediately notify Equifax if Qualified Subscriber suspects or knows of any unauthorized access or attempt to access the Equifax Information, including, without limitation, a review of each Equifax invoice for the purpose of detecting any unauthorized activity;

(n) if, subject to Equifax approval, Qualified Subscriber uses a service provider to establish access to the Equifax Information, be responsible for the service provider's use of Security Information, and ensure the service provider safeguards such Security Information through the use of security requirements that are no less stringent than those applicable to Qualified Subscriber under this Section 10;

(o) use commercially reasonable efforts to assure data security when disposing of any consumer report information or record obtained from Equifax. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Qualified Subscriber's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records.

(p) use commercially reasonable efforts to secure Equifax Information when stored on servers, subject to the following requirements: (i) servers storing Equifax Information must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Equifax Information through multiple layers of network security, including but not limited to industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Equifax Information, which must include authentication and passwords that are changed at least every ninety (90) days, and (iii) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available;

(q) not allow Equifax Information to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices;

(r) 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 ;

(s) provide prompt notification to Equifax of any change in address or office location and is subject to an onsite visit of the new location by Equifax or its designated representative, and;

(t) in the event Qualified Subscriber has a Security Incident involving Equifax Information, Qualified Subscriber will fully cooperate with Equifax in a security assessment process and promptly remediate any finding. For purposes of this Section VII **"Security Incident"** means any actual breach, theft or unauthorized access, use, misuse, theft, vandalism, modification or transfer of or to Information Services or Equifax Information.

10.3 A Cloud Service provider ("**CSP**") is a company that offers a component of cloud computing. CSPs generally offer Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS). Qualified Subscriber may use a CSP to process, transmit, or store Equifax Information, subject to the following conditions: (i) Qualified Subscriber obtains Equifax's written, and (ii) Qualified Subscriber certifies that Qualified Subscriber will, and will contractually obligate it's CSP to, follow Equifax minimum requirements for cloud computing and storage, including, but not limited to:

(a) Data at rest encryption of at least AES-256 shall be used where Equifax Information is stored.

- (b) An inventory shall be kept of all Equifax Information within the cloud environment.
- (c) Equifax Information shall be logically and/or physically separated in multi-tenant environments in accordance with industry standards.
- (d) Utilization of secure data destruction techniques shall be used to destroy Equifax Information in accordance with industry standards.
- (e) Assets that are no longer needed for legal or other retention purposes shall be destroyed in accordance with industry standard.
- (f) Incident handling and forensic support shall be provided in the event of an investigation or Security Incident.
- (g) Cloud hosted systems shall be patched at the most current levels and have vulnerabilities addressed in accordance with industry standards.
- (h) Information systems and infrastructures shall follow industry security hardening standard such as DISA STIG or CIS guidance.
- (i) Qualified Subscriber or Qualified Subscriber's application environment shall be certified by an independent third party (i.e. SOC 2 Type 2, PCI/ISO 27001/NIST).
- (j) Third parties providing support services to the Qualified Subscriber or Qualified Subscriber's CSP shall not have access to Equifax Information without prior consent of Equifax.
- (k) Qualified Subscriber shall manage all encryption keys within the Qualified Subscriber's CSP.

11. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflicts of laws provisions. These Terms and Conditions constitute the entire agreement of the parties with respect to Qualified Subscriber receiving Equifax Information Services and no changes in these Terms and Conditions may be made except in writing by an officer of Equifax.

_____ Qualified Subscriber has read and understands these Terms and Conditions. (To be initialed by the person signing on behalf of Subscriber.)

_____ Qualified Subscriber has read the attached **Exhibit 1-C** "Notice to Users of Consumer Reports, Obligations of Users" which explains Qualified Subscriber's obligations under the FCRA as a user of consumer report information. (To be initialed by the person signing on behalf of Qualified Subscriber.)

**EXHIBIT 1-A to CRA Qualified Subscriber Terms and Conditions
State Compliance Matters**

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 Qualified Subscriber under the following circumstances: (a) if Qualified Subscriber 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 Qualified Subscriber is inquiring is applying, (b) in person, and (c) for credit. Under the foregoing circumstances, Equifax, before delivering a consumer report to Qualified Subscriber, must match at least three (3) items of a consumer's identification within the file maintained by Equifax with the information provided to Equifax by Qualified Subscriber in connection with the in-person credit transaction. Compliance with this law further includes Qualified Subscriber'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 Qualified Subscriber designated in Paragraph 8 of the Terms and Conditions that it is a "retail seller," Qualified Subscriber certifies that it will instruct its employees to inspect a photo identification of the consumer at the time an application is submitted in person. If Qualified Subscriber is not currently, but subsequently becomes a "retail seller," Qualified Subscriber agrees to provide written notice to Equifax 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 Exhibit, and with the specific certifications set forth herein.

Qualified Subscriber certifies that, as a "retail seller," it will either (a) acquire a new Qualified Subscriber 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 Qualified Subscriber number will require that Qualified Subscriber supply at least three items of identifying information from the applicant; or (b) contact Qualified Subscriber's Equifax sales representative to ensure that Qualified Subscriber's existing number is properly coded for these transactions.

EXHIBIT 1-B to CRA Qualified Subscriber Terms and Conditions
Vermont Fair Credit Reporting Contract Certification

The undersigned, ("Qualified Subscriber"), acknowledges that it subscribes to receive various information services from Equifax Information Services LLC ("Equifax") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480a (2016), 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 Qualified Subscriber's continued use of Equifax information services in relation to Vermont consumers, Qualified Subscriber hereby certifies as follows:

Vermont Certification. Qualified Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Qualified Subscriber certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Qualified Subscriber has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Qualified Subscriber further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reporting Statute was received from Equifax.

Qualified Subscriber:

(please print)

Signed By: _____

Printed Name:

Title:

Account Number:

Date:

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Printed Name:

Title:

Mailing Address:

City:

State:

Zip:

E-Mail Address:

Phone:

Fax:

Attachment to EXHIBIT 1-B

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (2016)

§ 2480e. Consumer consent

- (a) A person shall not obtain the credit report of a consumer unless:
- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
 - (2) 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 ensure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
- (1) 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
 - (2) 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 DECEMBER 16, 2016 *****
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 (2016)
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.

EXHIBIT 1-C to CRA Qualified Subscriber Terms and Conditions
NOTICE TO USERS OF CONSUMER REPORTS:
OBLIGATIONS OF USERS UNDER THE FCRA

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.

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 Consumer Financial Protection Bureau'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 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 federal regulations – 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(l), 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, once 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 Web site, 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

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