

### **END USER CERTIFICATION**

In compliance with the Federal Fair Credit Reporting Act, as amended (the "FCRA"), \_\_\_\_\_ ("End User") hereby certifies to Sterling Infosystems, Inc. (Sterling) that it understands and will comply with End User's obligations under the FCRA, as set forth below.

1. End User certifies that all of its orders for information products from Sterling shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., permissible purposes only:

- a) Section 604(a)(2). As instructed by the consumer in writing.
- b) Section 604(a)(3)(B). For employment purposes including evaluating a consumer for employment, promotion, reassignment, or retention as an employee, where the consumer has given prior written permission.

2. End User, unless End User elects to utilize Sterling's Electronic Signature product, hereby certifies that in every case prior to procurement or causing the procurement of a consumer report or investigative consumer report (collectively the "report") for employment purposes as required by law:

a) A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure that a consumer report will be obtained for employment purposes, and such disclosure satisfies all requirements identified in the Fair Credit Reporting Act, as well as any applicable state or local laws; and

b) The consumer has authorized in writing the procurement of the report by the End User.

Further, End User, unless End User elects to utilize Sterling's Electronic Signature product, hereby certifies that in every case prior to procurement or causing the procurement of an investigative consumer report for employment purposes as required by law:

a) A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure as set forth in 2a) above, and that an investigative consumer report including information as to the consumer's character, general reputation, personal characteristics and/or mode of living will be obtained for employment purposes; and

b) Such disclosure contains a statement advising the consumer of his/her right to request a complete and accurate statement regarding the nature and scope of the requested investigative consumer report and his/her right to request a copy of the rights of the consumer under the FCRA, a copy of which is attached hereto ("Summary of Consumer Rights"). If the consumer makes such a request in a reasonable amount of time, End User agrees to provide the name and address of the outside agency to whom requests for any of these reports has been made. This information shall be provided no later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

3. Additionally, to the extent End User is requesting Sterling to provide Massachusetts iCORI information, End User also affirms that: (i) End User notified the consumer in writing of, and received permission via a separate authorization for Sterling to obtain and provide CORI information to End User; (ii) End User is in compliance with all federal and state credit reporting statutes; (iii) End User will not misuse any CORI information provided in violation of federal or state equal employment opportunity laws or regulations; and (iv) End User will provide Sterling with a statement of the annual salary of the position for which the subject is screened.

4. Additionally to the extent End User requests any reports covered by the California Investigative Consumer Reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., and/or the Consumer Credit Reporting Agencies Act ("CCRAA"), California Code Sections 1785.1, et seq., which require consent from the consumer, End User also affirms that: (i) it will request and use information products solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12; and (ii) it will provide a clear and conspicuous disclosure in writing to the consumer, which discloses solely: (A) that an investigative Information Products may be obtained; (B) the permissible purpose of

#### GLOBAL HEADQUARTERS

1 State Street Plaza, 24th Floor  
New York, NY 10004  
United States  
+1-800-990-5578

#### UNITED STATES

5750 West Oaks Blvd  
Suite 100  
Rocklin, CA 95765  
+1-800-943-2589

#### UNITED KINGDOM

8<sup>th</sup> Floor Alexandra  
House, 1 Alexandra Road,  
Swansea, SA1 5ED  
0800 072 7048

#### CANADA

19433 96 Avenue  
Suite #200  
Surrey, British Columbia V4N 4C4  
+1-877-308-4663

the investigative Information Products; (C) the End User's name, mailing address, website address, and toll-free telephone number; (D) that the report will include information on the consumer's character, general reputation, personal characteristics, and mode of living; (E) the nature and scope of the investigation to be performed, including a summary of the provisions of California Civil Code Section 1786.22; (F) the consumer's right to inspect Sterling's files about the subject by providing proper identification and Sterling will provide the subject with trained personnel and explanation of any codes to help understand those files; and (G) a box that the consumer may check to request a copy of the report and if the consumer checks that box, a copy of the report will be sent to the consumer within three business days after End User receives the report, along with the name, address, and telephone number of the person at End User who issued the report and how to contact him/her.

a. End User also certifies that under all applicable circumstances, it will comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Information Product, informing the consumer in writing of the End User's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and CCRAA.

b. End User also will comply with all other requirements under applicable California law, including, but not limited to, any statutes, regulations, and rules governing the procurement, use and/or disclosure of any information producers, including, but not limited to, the ICRA and CCRAA.

5. In using a report for employment purposes, before taking any adverse action based in whole or in part on the report, the End User shall provide to the consumer or authorize Sterling on behalf of the End User to provide to the consumer to whom the report relates:

- a. A copy of the report; and
- b. A copy of the Summary of Consumer Rights and any applicable state summary of rights; and
- c. Provide the individual with a reasonable opportunity of time to correct any erroneous information contained in the report (and provide Sterling's name and contact information) and if the individual is ultimately disqualified, provide an Adverse Action letter, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

End User confirms that it must inform Sterling if any requested report is not to be used for employment purposes.

End User confirms that it will not use the information contained in a report in violation of any applicable federal, state or local equal employment opportunity or other law, rule, regulation, code or guideline, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. End User accepts full responsibility for complying with all such laws and using the information products it receives from Sterling in a legally acceptable fashion. To that end, End User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state laws when using information products. End User accepts full responsibility for any and all consequences of use and/or dissemination of those products. End User further agrees that each consumer report will only be used for a one-time use.

End User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, and utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports.

As a condition of entering into this Agreement, End User certifies that it has in place reasonable procedures designed to comply with all applicable local, state, and federal laws. End User also certifies that it will retain any information it receives from Sterling for a period of five years from the date the report was received, and will make such reports available to Sterling upon request. This certification is incorporated into and made part of the Agreement, if applicable.

End User understands that the credit bureaus require specific written approval before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media,

resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, business that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscription companies, individuals involved in spiritual counseling or persons or entities that are not an End User or decision maker.

End User also confirms that while it might provide Sterling with copies of consent forms or related documents in order to provide Sterling with information necessary to provide its services, Sterling is not required to maintain copies of such documents and any obligations to retain such documents under federal or state law remain solely with End User. However, should End User elect to utilize Sterling's Electronic Signature product, Sterling will maintain electronic copies of consent forms. End User agrees to indemnify and hold harmless Sterling, its predecessors, successors and assigns, and their current and former officers, directors, employees, agents and independent contractors, both individually and in their official capacities from any liability and attorneys' fees incurred due to End User's violation of any of the terms of this Certification or failure to comply with applicable law.

End User also confirms that it shall not use Social Security Number trace results in any way, directly or indirectly, for the purpose of making employment decisions. End user will not resell this data or use it for marketing purposes. End User also confirms that it will not use Social Security Number trace information in any way that would violate the privacy obligations or any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C 6801 et seq.) or the Federal Drivers Privacy Protection Act (18.U.S.C. Section 2721 et seq.) or any other similar state or local statute, rule or regulation.

End User hereby acknowledges receipt of the Summary of Consumer Rights and receipt of "Notice to Users of Consumer Reports: Obligations of Users under the FCRA", also attached hereto.

---

Authorized Signature

---

Date

---

Name/Title

---

Company/End User

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

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

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

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

### **I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

#### **A. Users Must Have a Permissible Purpose**

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

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. [Section 604\(a\)\(3\)\(A\)](#)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. [Sections 604\(a\)\(3\)\(B\) and 604\(b\)](#)
- For the underwriting of insurance as a result of an application from a consumer. [Section 604\(a\)\(3\)\(C\)](#)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. [Section 604\(a\)\(3\)\(F\)\(i\)](#)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. [Section 604\(a\)\(3\)\(F\)\(ii\)](#)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. [Section 604\(a\)\(3\)\(D\)](#)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. [Section 604\(a\)\(3\)\(E\)](#)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. [Sections 604\(a\)\(4\) and 604\(a\)\(5\)](#)

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

#### **B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the

person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

### **C. Users Must Notify Consumers When Adverse Actions Are Taken**

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

#### **1. Adverse Actions Based on Information Obtained From a CRA**

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

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

#### **2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer’s written request.

#### **3. Adverse Actions Based on Information Obtained From Affiliates**

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

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

When a consumer has placed a fraud alert, including one relating to 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**

GLOBAL HEADQUARTERS  
1 State Street Plaza, 24th Floor  
New York, NY 10004  
United States  
+1-800-990-5578

UNITED STATES  
5750 West Oaks Blvd  
Suite 100  
Rocklin, CA 95765  
+1-800-943-2589

UNITED KINGDOM  
8<sup>th</sup> Floor Alexandra  
House, 1 Alexandra Road,  
Swansea, SA1 5ED  
0800 072 7048

CANADA  
19433 96 Avenue  
Suite #200  
Surrey, British Columbia V4N 4C4  
+1-877-308-4663

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

The Consumer Financial Protection Bureau regulations will be available at [www.consumerfinance.gov/learnmore/](http://www.consumerfinance.gov/learnmore/).

#### **F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at [www.consumerfinance.gov/learnmore/](http://www.consumerfinance.gov/learnmore/).

### **II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

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

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

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

#### **A. Employment Other Than in the Trucking Industry**

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

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

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

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

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

#### **B. Employment in the Trucking Industry**

GLOBAL HEADQUARTERS  
1 State Street Plaza, 24th Floor  
New York, NY 10004  
United States  
+1-800-990-5578

UNITED STATES  
5750 West Oaks Blvd  
Suite 100  
Rocklin, CA 95765  
+1-800-943-2589

UNITED KINGDOM  
8<sup>th</sup> Floor Alexandra  
House, 1 Alexandra Road,  
Swansea, SA1 5ED  
0800 072 7048

CANADA  
19433 96 Avenue  
Suite #200  
Surrey, British Columbia V4N 4C4  
+1-877-308-4663



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 EMPLOYMENT INVESTIGATIONS

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

#### VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

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

#### VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

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

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

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

## VIII. OBLIGATIONS OF RESELLERS

### A. Disclosure and Certification Requirements

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

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) the 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 Consumer Financial Protection Bureau website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA.



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

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

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

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://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](http://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](http://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](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus

at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://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.**

TYPE OF BUSINESS:	CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street SW Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive Mclean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

GLOBAL HEADQUARTERS  
1 State Street Plaza, 24th Floor  
New York, NY 10004  
United States  
+1-800-990-5578

UNITED STATES  
5750 West Oaks Blvd  
Suite 100  
Rocklin, CA 95765  
+1-800-943-2589

UNITED KINGDOM  
8<sup>th</sup> Floor Alexandra  
House, 1 Alexandra Road,  
Swansea, SA1 5ED  
0800 072 7048

CANADA  
19433 96 Avenue  
Suite #200  
Surrey, British Columbia V4N 4C4  
+1-877-308-4663