



**DATA FACTS**<sup>SM</sup>  
Information You Trust

*Data Facts Gives Back Sign-Up*

# GIVES. BACK.



Data Facts will donate **10%** of the first month of billing to the charity listed below.

*\*Charity must have a 501(c)(3) exemption to be eligible. If you do not have a specific charity in mind, we have provided a list of 5 worthwhile charities from which you can choose.*

**Date:** \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Name of Charity:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_



## Church Health Center

Church Health Center in Memphis, Tennessee, is committed to encouraging healthy living for individuals as well as communities. Their work provides an inspiring example of a community that is working toward achieving the Triple Aim. Church Health Center is one of the stakeholder organizations in Healthy Shelby, a participant in IHI's Triple Aim Improvement Community. Their MEMPHIS Plan, an employer-sponsored health program designed to serve uninsured workers, extends care and access to affordable services to thousands of Memphis residents. All Plan physicians donate their services, and small businesses and self-employed individuals are also eligible to participate.

## Gift of Life Mid-South

Gift of Life Mid-South is a Rotary based program which provides lifesaving surgery to children who suffer from congenital heart defects. These children come from third world countries that lack the facilities and expertise to perform this life saving surgery. The Rotary Clubs in district 6800 provide support for the parents and child while they are in Memphis by providing housing, transportation, meals, and other daily tasks. Le Bonheur Children's Medical Center provides the necessary medical care to the child. Gift of Life Mid-South's first child came to Memphis in October of 2007. As of December 2013, 44 children have had life saving surgery -- thank you Le Bonheur. Each year we have two Annual Fundraising Events: Spring Golf Tournament and Polo Picnic held at the Memphis Polo Club in Rossville, TN.

## SRVS

SRVS has been a longstanding beacon of hope for people with intellectual and developmental disabilities in the Mid-South. We offer comprehensive care through a supportive environment that strengthens both families and communities. Our vision is a community that supports personal growth, happiness, options and opportunities for people with disabilities. Our mission is to enhance the lives of people with disabilities in a way that brings peace of mind to families and unmatched stewardship for our benefactors.

## St. Jude

Since opening 50 years ago, St. Jude research has played a pivotal role in pushing overall U.S. pediatric cancer survival rates from 20 to 80 percent. Our strength comes from an unparalleled integration of research and clinical care. The breadth of research at St. Jude spans fundamental basic sciences, translational research, clinical trials and long-term follow-up for our patients. The mission of St. Jude Children's Research Hospital is to advance cures, and means of prevention, for pediatric catastrophic diseases through research and treatment. No child is denied treatment based on race, religion or a family's ability to pay.

## Youth Villages

Youth Villages is a nationally recognized nonprofit that works with the troubled children often forgotten by society or deemed beyond hope. But we believe no child is a lost cause. Our work is successful because we do whatever it takes to save a child by strengthening, restoring, empowering their families. Year after year, the data prove the power of the Youth Villages approach, which we call Evidentiary Family Restoration®. Even two years after kids have completed our program, more than 80 percent are still living successfully with their families in their communities, reporting no trouble with the law. They're in school or are working.

And our approach of strengthening families is also less expensive than traditional approaches. We believe every troubled child deserves the chance at this kind of success and every state should use programs like this that are cost-effective. We know the key to radically improved, lasting outcomes for our most vulnerable children: It's restoring families, restoring accountability, restoring trust. It's being a Force for Families.

# Membership Application Checklist

(must be completed prior to account activation)

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Physical Address (no P.O. Box numbers please): \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ How long? \_\_\_\_ years \_\_\_\_ months

What type of business location are you in? (please check one):  Commercial  Residential

Do you own or lease the building in which you are located (please check one):  Own  Lease

Company Phone: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

Website Address: \_\_\_\_\_

Previous Address (If less than 5 years at current): \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ How long? \_\_\_\_ years \_\_\_\_ months

Type of ownership (indicate one):  Partnership  Sole Owner  Nonprofit  Corporation

**If sole owner or partnership, please complete this section:**

I understand that the information provided below will be used to obtain a consumer credit report and my creditworthiness may be considered when making a decision to grant membership			
Principal Name: _____	Title/Position: _____		
Phone number: _____	Social Security Number: _____	Year of Birth: _____	
Residential Street Address: _____			
City/State/Zip: _____			

Affiliated or Parent Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Do you have any branch offices in the state of California?  Yes  No

Note in which states you hire in: \_\_\_\_\_

What is the nature of your business? \_\_\_\_\_

Do you consider your business to be primarily  Local  Regional  National

How long has your company been in business? \_\_\_\_ years \_\_\_\_ months

For what purpose will you use Data Facts services?

Mortgage  Employee Screening  Tenant Screening  Other: \_\_\_\_\_

**What do you believe your permissible purpose is?** \_\_\_\_\_

If you are using Data Facts for Employee Screening, will you be pulling credit?  Yes  No

If you will be pulling credit reports, # of estimated credit reports you will access monthly: \_\_\_\_\_

How will you access consumer reports?  Personal Computer  Phone/Fax  Other \_\_\_\_\_

I have received and understand my responsibilities under the Fair Credit Reporting Act.  Yes  No

I have received and understand my responsibilities under Exhibits A, B, C and D.  Yes  No

I have received and understand my security responsibilities as outlined in the Access Security Requirements as provided by DFI with regard to consumer reports received.  Yes  No

**Do you understand that your company cannot resell information obtained by DFI?**  Yes  No

**Are you, or your business, associated or affiliate with any of the following?**  Yes  No

Adoption firm, Adult Entertainment, Asset Location, Attorney/Paralegal firm, Bail Bonds/Bounty Hunter, Check Cashing, Child Location Svc, Child Collection Support, Condominium/Homeowners Assoc., Country Club, Credit Counseling For Profit, Credit Repair/Credit Clinic, Dating Service, Diet Centers, Financial Counseling, Foreign Company, Future Services – Health Clubs/Continuity Clubs, Genealogical Research, Insurance Claims, Internet People Locator, Law Enforcement, Legal Services, Loan Modification, Media / News/ Journalist, Massage Service, Other Reseller, Pawn Shop, Private Investigation, Repossession Company, Subscriptions, Spiritual Counseling, Tattoo Service, Timeshare, Weapons Dealer - Seller or Distributor.

**If yes, please list services:** \_\_\_\_\_

Does your company offer debt relief or mortgage assistance relief assistance products or services?  Yes  No

Has your company or any employee known to have been involved in credit fraud or other unethical business practice?  Yes  No

**COMPANY NAME:** \_\_\_\_\_

**Print name of Owner/Officer:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**All documents must be physically signed.**

## MASTER SERVICE AGREEMENT EMPLOYMENT SCREENING SERVICES

This Master Service Agreement (this "Agreement") is made between \_\_\_\_\_ ("User") and Data Facts, Inc. ("Data Facts"), subject to the following terms and conditions:

### CERTIFICATION OF FCRA PERMISSIBLE PURPOSE

User certifies that all of its requests and procurement orders for consumer information from Data Facts will be made and the resulting reports will be used, for the following federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq. permissible purpose only **EMPLOYMENT PURPOSES** (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 and for no other purpose.

Initial Here \_\_\_\_\_

1. **COMPLIANCE WITH CONSUMER PROTECTION LAWS.** A variety of state and federal laws, including the Fair Credit Reporting Act (FCRA) govern the use of the information procured from consumer reporting agencies. The User warrants that it shall comply with all state, federal and local laws, regulations and ordinances including but not limited to the FCRA, Equal Employment Opportunity Commission (Title VII of the Civil Rights Act of 1964), and Regulations regarding the use, disclosure, protection, storage, retention, and destruction of the information received from Data Facts. The User shall comply with any federal and state laws which may restrict or ban the use of Consumer Reports for Employment Purposes. The parties acknowledge that Data Facts does not provide legal advice. Instead, Data Facts encourages all employers to consult with their counsel regarding the restrictions and requirements of the FCRA. Data Facts suggests that the User work with its counsel to ensure that its policies and procedures related to the use of information obtained from Data Facts are in compliance with applicable state and federal laws.

### 2. SPECIFIC STATE INFORMATION

#### 2.1 California Law Certification:

User will refer to **Exhibit A** in making the following certification and User agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act.

Please check ("X") the appropriate line below:

User certifies that it  IS or  is NOT a "retail seller", as defined in Section 1802.3 of the California Civil Code and  DOES or  DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

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

### 3. CONFIDENTIALITY AND USE OF INFORMATION.

3.1 **Protection of Confidential Information:** User acknowledges the sensitivity and confidentiality of the information contained in the consumer report, and User agrees that information obtained from a consumer report will not be used in violation of any applicable state or federal equal employment opportunity laws. The consumer reports shall be requested by, and disclosed by User only to User's designated and authorized employees having a need to know and only to the extent necessary to enable User to use the consumer reports in accordance with this Agreement. User shall ensure that such designated and authorized employees shall not attempt to obtain any consumer reports on themselves, associates, or any other person except in the exercise of their official duties and as provided herein. User shall hold the consumer report and all consumer information, whether oral or written, in strict confidence, and not disclose it to any third parties that are not involved with the employment decision, however, the User may, but is not required to, disclose the report to the subject of the report. User will be required to disclose the report to the consumer before adverse action is taken. No information from reports will be revealed to any other person except a person whose duty requires him to pass on the transaction in relation to which the report was

ordered. No information will be requested for the use of any other person except with Data Facts' written permission. User further agrees that it will not obtain consumer reports for a third-party or make such reports available to any third party by resale or otherwise. User certifies that each item of consumer information, consumer report or investigative consumer report will only be used for a one time use. User certifies that the consumer information provided by Data Facts will not be used to create or maintain a database of consumer information for any purpose.

**3.2 Access Security Requirements:** User shall comply with all access security requirements imposed by Data Facts which are attached to this Agreement and incorporated by reference as a part of this Agreement. User's failure to comply with, such provision shall constitute a material breach of this Agreement. User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry. User agrees to properly store or dispose of all sensitive consumer information that will protect against unauthorized access or use of that information.

#### **4. COMPLIANCE WITH SPECIFIC FCRA REQUIREMENTS.**

**4.1 Employment Purposes:** User agrees that it will request Data Facts to provide a consumer report only for the purposes of considering an individual for employment, promotion, reassignment or retention as an employee, and for no other purposes. User certifies that User shall use the consumer reports: (a) solely for the User's certified use(s); and (b) solely for the User's exclusive one-time use. User shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with User's own data, or otherwise in any service which is derived from the consumer reports.

**4.2 Consumer's Authorization Obtained:** User certifies that in accordance with Section 604 of the federal FCRA and any other applicable state law, prior to obtaining, or causing any, consumer report and/or investigative consumer report to be obtained for any employment purpose, User will (a) provide the consumer with a clear and conspicuous written disclosure, in a document consisting solely of the disclosure, that a consumer report is being requested for employment purposes and (b) obtain the written authorization from the consumer to obtain a consumer report for employment purposes. A sample disclosure and authorization form is available from Data Facts, Inc. for these purposes.

**4.3 Pre-Adverse Action:** Before taking adverse action (e.g., refusing to hire, retain or promote a consumer), based in whole or in part on information contained in the consumer report, User will provide all statutorily required notices identified in Section 615 of the federal FCRA and any other related state law, including without limitation:

- (a) Provide the consumer with a copy of the consumer report and a pre-adverse action notice; which would include the name, address and toll-free number for Data Facts, a notice that the consumer is entitled to a free copy of the report from Data Facts and a right to dispute the information and a statement that Data Facts did not make the decision to take adverse action and cannot provide the specific reasons why adverse action was taken.
- (b) Provide the consumer with a copy of the CFPB "Summary of Your Rights" , in the format approved by the Consumer Financial Protection Bureau (a copy of the "Summary of Your Rights" form may be obtained from Data Facts).
- (c) Provide the consumer with ample time to dispute any information contained in the consumer report.

**4.4 Adverse Action:** After providing the consumer with the pre-adverse action information set forth above, and after User has given the consumer "ample time" to dispute the information, the User will send the consumer a follow-up notification that the User is taking adverse action (e.g., denying employment or promotion) based on the information contained in the consumer report.

**4.5 Investigative Consumer Reports:** User certifies that in accordance with Section 606 of the FCRA and any other applicable state law, if User requests, procures or causes to be prepared any investigative consumer report,

**User has:**

1. Made a written, clear and accurate disclosure to the consumer, that an investigative consumer report including information as to his/her character, general reputation, personal characteristics, and mode of living, may be made, and such disclosure

(A) has been or will be mailed, or otherwise delivered, to the consumer, not later than three (3) days after the date on which the report was first requested, and

(B) includes a statement informing the consumer of his/her right to request the additional disclosures provided for under 15 U.S.C. § 1681d(b), regarding the nature and scope of the investigation, and includes the written summary of the rights the individual has with regard to the report as prescribed by the Consumer Financial Protection Bureau's ("Summary of Your Rights");

**User will:**

2. Upon written request made by the consumer, made within a reasonable time after receipt by the individual of the above-stated disclosure, make a written, complete and accurate disclosure of the nature and scope of the investigation requested by mailing, or otherwise delivering, such disclosure to the individual not later than five days after the date on which the request for such disclosure was received from the individual or such report was first requested, whichever is the later.

THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

5. **NATIONAL DATABASE SYSTEM USERS.** In compliance with section 613(a)(2) of the FCRA, consumer reporting agencies must maintain strict procedures designed to insure that when public record information, which is likely to have an adverse effect on a consumer's ability to obtain employment is reported, it is complete and up-to-date. User acknowledges that additional county, state, or federal searches may need to be searched to comply with section 613. Within the National Criminal Database Search (NCDS) is the FACT™ Product which is designed to assist in identification of possible recent and historical name variations and addresses which may be associated with an individual based upon an input SSN. FACT™ may not under any circumstances be used, in whole or in part, as a factor in determining a consumer's eligibility for credit, insurance, employment or for any other purpose which would qualify the service as a consumer report under the FCRA or by any authority having jurisdiction over the parties.

6. **MOTOR VEHICLE RECORDS.** User certifies that Motor Vehicle Records (Driver Records) will only be ordered in strict compliance with the federal Driver Privacy Protection Act, 18 U.S.C 2721 et seq. (DPPA) and any other applicable state law. No Driver Records will be ordered without first obtaining the written authorization and consent of the consumer.

7. **AUDITS** Data Facts or its agents may periodically conduct audits of User regarding its compliance with the FCRA and other certifications in this Agreement. Audit will be conducted by email whenever possible and will require User to provide documentation as to permissible use of particular information. User gives its consent to Data Facts to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or User's material breach of this Agreement, constitute grounds for immediate termination of this Agreement. If Data Facts terminates this Agreement due to the conditions in the preceding sentence, User (i) unconditionally releases and agrees to hold Data Facts and its agents 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 Data Facts or its agents in connection with such termination.

8. **SITE INSPECTIONS:** A site inspection must be performed at the principle place of business of all Users. A Data Facts employee or a third party vendor hired to act on our behalf will perform the site inspection. The purpose of the inspection is to ensure that the User's business facility is commensurate with the size and purported type of business listed on the membership application and the identifications and certifications made by the User. In the event the User's principle place of business changes, an additional site inspection must be performed. You must inform Data Facts immediately of such change.

9. **INDEMNIFICATION.** User shall defend, indemnify and hold Data Facts, its directors, officers, employees, agents, successors and assigns, and their officers, employees and independent contractors harmless from any and all claims, liability, costs or damages of whatsoever kind or nature (including attorneys' fees) arising out of or related to User's failure to comply with the requirements of the FCRA. User further agrees that it shall defend, indemnify and hold Data Facts its directors, officers, employees, agents, successors and assigns, harmless from all claims asserted by any third party and any resulting liability or damages whatsoever arising as a result of the User's failure to comply with all other obligations imposed on it by the terms of this Agreement.

10. **DISCLAIMER OF WARRANTY/LIMITATION OF LIABILITY.** Data Facts shall exercise its best efforts to furnish to User reliable information and data, but Data Facts does not and cannot guarantee the correctness or completeness of such consumer data. User acknowledges that Data Facts provides all reports "as is" and it makes no warranty or other guarantee regarding the accuracy of the information contained in the reports provided by it. Neither Data Facts, its officers, employees, agents nor data suppliers shall be liable to the User for any claim, injury or damage as a consequence of furnishing such data. The parties further agree that Data Facts' maximum liability shall be limited to the amount paid by the User for the report and under no circumstances shall Data Facts be liable in excess of the amount paid for the report in question for any damages of any kind incurred by the User as a result of the acts or omissions of Data Facts in providing services under this Agreement.

11. **CREDIT REPORTS.** Referring to Sections 9 (Indemnification) and 10(Disclaimer of Warranty/Limitation of Liability) of this Agreement, where User accepts credit guidelines, User will also indemnify and hold harmless Trans Union and Experian and their officers, employees, and independent contractors for claims, liability, costs or damages of whatsoever nature (including attorneys fees arising out of or related to User's failure to comply with the requirements of the FCRA or failure to comply with obligations imposed on it by the terms of this Agreement.

12. **SERVICES PROVIDED** Data Facts agrees to furnish employment screening services to User in accordance with the terms of this Agreement. While Data Facts will attempt to provide its services in the most efficient manner possible, Data Facts shall have no liability to User for any delay or failure to deliver consumer reports caused by a third party that provides data or information to Data Facts.

13. **PAYMENT REQUIREMENTS/COLLECTION.** User will pay Data Facts' charges for the services rendered to User within fifteen (15) days of its receipt of the monthly invoice unless other arrangements are made in writing with an authorized Data Facts' officer. Data Facts reserves the right to charge a late fee on any outstanding account that is past due fifteen days or more. Such charge shall not exceed 1.5% per month on the outstanding balance or the maximum amount permitted to be charged by law, whichever is less. All past due accounts will be placed on hold until payment is received. A reconnect fee of \$25 will be charged to reactive the account. In the event that legal action is necessary to obtain the payment of any amounts owed to Data Facts, the User shall pay all reasonable attorneys' fees and all other cost incurred by Data Facts in collection of such amounts. User has ninety (90) days from the date of invoice to notify Data Facts of any dispute with the invoice after which the invoice will be deemed accepted in all respects.

14. **INSURANCE.** Each party shall maintain throughout the term of this Agreement a policy of professional liability/error and omissions coverage with a single limit of not less than one million dollars (\$1,000,000) per occurrence. The insurance required herein shall be issued by an insurance company authorized to do business in all states necessary to ensure effective coverage under this Agreement, and be written with a carrier that maintains an A.M. Best rating of at least A-. Each party agrees to produce upon request of the other party certificates of insurance evidencing such coverage.

15. **ARBITRATION AND TIME FOR FILING CLAIMS.** Except for a claim made by Data Facts to collect on an outstanding account, any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in Memphis, Tennessee by a single arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and a judgment upon the arbitration award may be entered in any court having jurisdiction. Notwithstanding what any statute of limitation may otherwise provide, the parties agree that no claim or right of action of any kind shall be asserted against Data Facts by the User unless such action is instituted by the User within one year of the date that the transaction or occurrence giving rise to such claim or right of action took place regardless of when the User may have discovered the existence of such claim against Data Facts.



16. **ATTORNEYS' FEES AND COSTS.** In the event a dispute arises between the parties with respect to any matter related directly or indirectly to this Agreement, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses incurred in ascertaining such party's rights, and in preparing to enforce, or in enforcing such party's rights under this Agreement, whether or not it was necessary for such party to institute suit or submit the dispute to arbitration.

17. **GOVERNING LAW.** This Agreement shall be governed by Tennessee law.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and bind the successors, and assigns of the parties. User will promptly notify Data Facts in writing of any of the following events, change in User ownership, merger, acquisition name change, or a material change in nature of User's business.

19. **TERM.** This Agreement shall remain in effect for one year from the date that it becomes effective after signature by both parties, and it shall automatically renew each year thereafter for an additional one-year term, unless one party notifies the other party in writing at least 10 days prior to the last day of the term then in existence that such party desires to terminate the Agreement. Data Facts shall have the right to terminate this Agreement immediately upon the occurrence of any of the following events: (a) the User fails to pay its invoices according to their terms; (b) the User breaches any of the other obligations imposed on it by the terms of this Agreement; or (c) a material change in existing legal requirements that adversely affects User's Agreement. User shall have the right to terminate this Agreement immediately upon the occurrence of any of the following events: (a) Data Facts breaches any of the obligations imposed on it by the terms of this Agreement; or (b) a material change in existing legal requirements that adversely affects User's Agreement. Termination of this Agreement shall not affect any executor provisions of this Agreement. The terms set forth in paragraphs 3, 9, 10, 12, 15, 16, 17 and 18 shall expressly survive termination and be enforceable just as if the entire Agreement remained in effect. User understands and agrees that this Agreement constitutes all conditions of service and of reporting, present and future and applies to all reports made by Data Facts and its affiliated companies or branches to User at its Home Office or to any of its branches or service offices. No changes in these conditions may be made except by consent of an officer of Data Facts.

**REQUIRED DOCUMENTS.** Consumer Reporting Agencies are required to provide Users of consumer reports the CFPB pre-scribed notices. User acknowledges receipt of these two (2) documents: the Notice to Users of Consumer Reports: Obligations of Users under the FCRA (**EXHIBIT C**) and the "Summary of Your Rights" (**EXHIBIT D**). If User does not have a copy of these documents, call the Data Facts office.

(Signature by either the owner or an authorized officer of the company/corporation)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**My signature indicates I have direct knowledge of the facts certified in this Agreement.**

Company: \_\_\_\_\_

Data Facts, Inc.

Signors Physical Location:  
\_\_\_\_\_  
\_\_\_\_\_

PO Box 4276  
Cordova, TN 38088

## ACCESS SECURITY AGREEMENT

We must work together to protect the privacy and information of consumers. The following information and security measures are designed to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to employ an outside service provider to assist you. Changes to the Access Security Requirements must be agreed to by the parties in writing. The information provided herewith provides minimum baselines for information security.

In accessing Data Facts, Inc. services, you agree to follow these security requirements:

### **1. Implement Strong Access Control Measures**

- 1.1 Do not provide your Data Facts, Inc. Login or passwords to anyone. No one from Data Facts, Inc. will ever contact you and request your Login number or password.
- 1.2 Proprietary or third party system access software must have Data Facts, Inc. Login and password(s) hidden or embedded. Account number(s) and password(s) should be known only by supervisory personnel.
- 1.3 You must request your password be changed immediately when:
  - \* any system access software is replaced by system access software or is no longer used;
  - \* the hardware on which the software resides is upgraded, changed or disposed of
- 1.4 Protect Data Facts, Inc. Login(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Login(s) and password(s).
- 1.5 You must immediately notify Data Facts if any user ceases employment with you or otherwise loses system access privileges.
- 1.6 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the Data Facts, Inc. infrastructure. Each user of the system access software must also have a unique logon password.
- 1.7 Ensure that user IDs are not shared and no Peer-to-Peer sharing is enabled on those users' profiles.
- 1.8 Keep user passwords Confidential.
- 1.9 Develop strong passwords that are:
  - \* Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - \* Contain a minimum of eight (8) alpha/numeric characters for standard user accounts
- 1.10 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.11 Active logins to the Data Facts, Inc. system must be configured with a 30 minute inactive session timeout.
- 1.12 Restrict the number of key personnel who have access to credit information.
- 1.13 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.14 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- 1.15 Implement a process to terminate access rights immediately for users who access Data Facts, Inc. consumer reports when those users are terminated or when they have a change in their job tasks and no longer require access to consumer reports.
- 1.16 After normal business hours, turn off and lock all devices or systems used to obtain consumer information.
- 1.17 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain consumer information.

### **2. Maintain a Vulnerability Management Program**

- 2.1 Keep operating system(s), firewalls, routers, servers, personal computers (laptop and desktop), and all other systems current with appropriate system patches and updates.
- 2.2 Configure infrastructure such as firewalls, routers, personal computers and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs, and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3 Implement and follow current best security practices for computer virus detection scanning services and procedures:
  - \* Use, implement and maintain a current, commercially available computer virus detection/scanning product on all computers, systems and networks.
  - \* If you suspect an actual or potential virus, immediately cease accessing the Data Facts, Inc. system and do not resume the inquiry process until the virus has been eliminated.
  - \* On a weekly basis, at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 2.4 Implement and follow current best security practices for computer anti-spyware scanning services and procedures:
  - \* Use, implement and maintain a current, commercially available computer anti-spyware scanning product on all computers, systems and networks.
  - \* If you suspect actual or potential spyware, immediately cease accessing the Data Facts system and do not resume the inquiry process until the virus has been eliminated.
  - \* Run a secondary anti-spyware scan upon completion of the first scan to ensure all spyware has been removed from your computers.

\* Keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing anti-spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-spyware scans be completed more frequently than weekly.

### 3. Protect Data

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e. tape, disk, paper, etc.) Examples of procedures for destruction include: burning, pulverizing, or shredding of papers or destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed.
- 3.2 All Data Facts, Inc. data is classified as Confidential and must be secured to this requirement at a minimum.
- 3.3 Encrypt all Data Facts, Inc. data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key Encryption at a minimum.
- 3.4 Only open email attachments and links from trusted sources and after verifying legitimacy.

### 4. Maintain an Information Security Policy

- 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidences to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- 4.3 The Fair Accurate Credit Transaction Act Disposal Rules require that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 4.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

### 5. Build and Maintain a Secure Network

- 5.1 Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.
- 5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- 5.3 Administrative access to firewalls and servers must be performed through a secure internal wired connection only.
- 5.4 Any standalone computers that directly access the Internet must have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports, services and network traffic.
- 5.5 Encrypt wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
- 5.6 Disable vendor default passwords, SSIDs and IP Addresses on wireless access points and restrict authentication on the configuration of the access points.

### 6. Regularly Monitor and Test Networks

- 6.1 Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
- 6.2 Use current best practices to protect your telecommunications system and any computer system or network device(s) you use to provide Services hereunder to access Data Facts, Inc. systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
  - \* protecting against intrusions;
  - \* securing the computer systems and network devices;
  - \* and protecting against intrusions of operating systems or software.

**Record Retention:** *The Federal Equal Opportunities Act (the ECOA) states that an end-user must preserve all written or recorded information connected with an application for 25 months. In keeping with Industry best practices, Data Facts. requires that you retain the authorization for a period of not less than 5 years. When conducting an audit or investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their consumer report, Data Fact. will contact you and will request a copy of the original authorization signed by the consumer.*

*"Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation."*

Company Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Position/Title: \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT A

### END USER CERTIFICATION OF COMPLIANCE California Civil Code - Section 1785.14(a)

Section 1785.14(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met:

Section 1785.14(a)(1) states: "If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name."

Section 1785.14(a)(2) states: "If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail."

Section 1785.14(a)(3) states: "If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the prospective user verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed."

In compliance with Section 1785.14(a) of the California Civil Code, \_\_\_\_\_ ("End User") hereby certifies to Consumer Reporting Agency as follows: (Please circle)

End User **(IS)** **(IS NOT)** a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale").

End User also certifies that if End User is a Retail Seller who conducts Point of Sale transactions, End User will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person.

End User also certifies that it will only use the appropriate End User code number designated by Consumer Reporting Agency for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller.

If End User is not a Retail Seller who issues credit in Point of Sale transactions, End User agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, End User shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.

## EXHIBIT B

### VERMONT FAIR CREDIT REPORTING STATUTE, 9 V.S.A. § 2480e (1999)

#### § 2480e. Consumer Consent

- (a) A person shall not obtain the credit report of a consumer unless:
- (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 assure 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 accounts, increasing the credit line on the account, or for other legitimate purposes associated with the account; and
  - (2) the user of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.
- 

**VERMONT RULES**  
**AGENCY 06. OFFICE OF THE ATTORNEY GENERAL**  
**SUB-AGENCY 01. CONSUMER PROTECTION DIVISION**  
**CHAPTER 012. Consumer Fraud -- Fair Credit Reporting**  
**RULE CF 112 FAIR CREDIT REPORTING**  
**CVR 06-031-012, CF 112.03 (1999)**  
**CF 112.03 CONSUMER CONSENT**

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or government benefit. If the consumer has applied for or requested credit, insurance, employment, housing or government 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 C

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

### **E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer’s file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are 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. Federal regulations are available 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 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 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**

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 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 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 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers 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 to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

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

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

## VIII. OBLIGATIONS OF RESELLERS

### A. Disclosure and Certification Requirements

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

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

### B. Reinvestigations by Resellers

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

### C. Fraud Alerts and Resellers

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

## IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

**The CFPB's website, [www.consumerfinance.gov/learnmore](http://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 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681c-A
Section 605B	15 U.S.C. 1681c-B
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

## EXHIBIT D

*Para información en español, 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 identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](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 or your state Attorney General. For information about your federal rights, contact:**

**TYPE OF BUSINESS:**

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:

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

3. Air carriers Asst.

4. Creditors Subject to Surface Transportation Board

5. Creditors Subject to Packers and Stockyards Act, 1921

6. Small Business Investment Companies

7. Brokers and Dealers

8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations

9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

**CONTACT:**

a. Consumer Financial Protection Bureau  
1700 G Street NW  
Washington, DC 20552

b. Federal Trade Commission: Consumer Response Center – FCRA  
Washington, DC 20580  
(877) 382-4357

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 Protection (OCP)  
Division of Consumer Compliance and Outreach (DCCO)  
1775 Duke Street  
Alexandria, VA 22314  
General Counsel for Aviation Enforcement & Proceedings  
Aviation Consumer Protection Division  
Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
Office of Proceedings, Surface Transportation Board  
Department of Transportation  
395 E Street S.W.  
Washington, DC 20423

Nearest Packers and Stockyards Administration area supervisor

Associate Deputy Administrator for Capital Access  
United States Small Business Administration  
409 Third Street, SW, 8th Floor  
Washington, DC 20416  
Securities and Exchange Commission  
100 F St NE  
Washington, DC 20549  
Farm Credit Administration  
1501 Farm Credit Drive  
McLean, VA 22102-5090

FTC Regional Office for region in which the creditor operates or  
Federal Trade Commission: Consumer Response Center – FCRA  
Washington, DC 20580  
(877) 382-4357