



OPENONLINE CLIENT SERVICES AGREEMENT

This Client Services Agreement (“Agreement”) is made and entered into by and between OPENonline, LLC, 1650 Lake Shore Drive, Columbus, OH 43204 (“OPENonline”), and (“Client”). This Agreement shall be effective on the date of the last signature below (the “Effective Date”).

RECITALS

WHEREAS, Client plans to order public record information, publicly available information, non-public information, document retrieval, consumer credit, business credit, Consumer Reports and/or Investigative Consumer Reports as defined under the federal Fair Credit Reporting Act (“FCRA”), and other related services (collectively “Reports”) from OPENonline;

WHEREAS, OPENonline desires to sell Reports to Client;

WHEREAS, OPENonline and Client desire to further define the terms by which Reports will be provided by OPENonline to Client;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, OPENonline and Client hereby agree as follows:

TERMS

1. Certification of Permissible Purpose For Receiving Reports. Client hereby certifies that the primary purpose for using OPENonline on all of its orders for Reports from OPENonline for the following permissible purpose(s) only:

(Please check box below):

| | |
|--------------------------|---|
| <input type="checkbox"/> | Fraud Detection/Prevention. For use to protection against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. (Non-FCRA) |
| <input type="checkbox"/> | Civil/Criminal Investigations. For use in a properly authorized civil, criminal or regulatory investigations, Subpoena or summons by federal, state or local authorities. (Non-FCRA) |
| <input type="checkbox"/> | Other. Any other use permitted or otherwise not restricted by law, not subject to the Fair Credit Reporting Act (15 USC 1681(b) et.seq, as amended) and which may reasonably be expected to be part of the normal course and scope of your business or profession. The purpose is not to determine a consumer’s eligibility for insurance, credit, employment or any other consumer-related purpose. (Non-FCRA) |
| <input type="checkbox"/> | Law Enforcement. For use by any law enforcement agency or any officer, employees or agent of such agency in carrying out its official duties. (Non-FCRA) |
| <input type="checkbox"/> | For “employment purposes,” but only upon the express written consent of any person that will be screened. See 15 U.S.C § 1681b(a)(3)(B). |
| <input type="checkbox"/> | For a tenant-related purpose but only upon the express written consent of any person that will be screened. See 15 U.S.C. § 1681b(a)(2). |
| <input type="checkbox"/> | For a legitimate business purpose in connection with a business transaction that is initiated by the consumer. See 15 U.S.C. § 1681b(a)(3)(F). |
| <input type="checkbox"/> | For purposes of determining 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. See 15 U.S.C. § 1681b(a)(3)(D). |
| <input type="checkbox"/> | For another legal reason, but only upon the express written consent of any person that will be screened. See 15 U.S.C. § 1681b(a)(2). |
| <input type="checkbox"/> | In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer. See 15 U.S.C. § 1681b(a)(3)(A). |

| | |
|-----|---|
| [] | In response to the order of a court having jurisdiction to issue such an order, or a subpoena issued in connection with proceedings before a Federal grand jury. See 15 U.S.C. § 1681b (a) (1). |
| [] | In accordance with the written instructions of a consumer. See 15 U.S.C. § 1681b (a)(2). |
| [] | In connection with the underwriting of insurance involving a consumer. See 15 U.S.C. § 1681b(a)(3)(c). |
| [] | In response to a request by the head of a State or local child support enforcement agency (or a State or local government official authorized by the head of such an agency) or to set a child support award. See 15 U.S.C. § 1681b (a)(4). |

Client shall not request, obtain, or use Reports for any purpose not identified above. Among other things, Client shall not request Reports for the purpose of selling, leasing, or renting information obtained under this Agreement to any other party, whether alone, in conjunction with Client's own data, or otherwise in any service which is derived from the Reports provided by OPENonline. PLEASE NOTE: 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.

2. Additional Certifications For Employment-Related Reports. Client understands that various legal requirements apply when it orders Reports for employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance.

- A. Disclosure.** Client certifies that, in compliance with the FCRA, prior to ordering a Report, Client shall make a clear and conspicuous "disclosure" in writing to the individual about whom the Report will be run ("the Consumer"). The "disclosure" shall explain that a Consumer Report and/or Investigative Consumer Report may be procured for employment purposes. The "disclosure" shall describe the nature of the Reports to be ordered, and meet all other requirements specified by applicable law. Among other things, the "disclosure" shall "stand alone" and not be combined with or stapled to any employment application or other document. The "disclosure" shall also not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.
- B. State Law Notifications.** Client certifies that before ordering a Report from OPENonline, it shall also provide any necessary notifications under applicable state law to the Consumer. Client understands that various states, including, but not limited to, California, Minnesota, Oklahoma, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client also understands that certain states, such as California, Oklahoma, and Minnesota, require that applicants/employees be afforded a check box to allow them to indicate that they would like a copy of any report received by Client. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.
- C. Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Report, the Consumer shall authorize in writing the procurement of such Report.
- D. EEO Law and Regulation Compliance.** Client certifies that it shall not use information contained in a Report provided by OPENonline in violation of any applicable federal or state equal employment opportunity law or regulation.
- E. Adverse Action Procedures.** Client certifies that, if it is contemplating taking adverse action based in part or whole on a Report from OPENonline, it shall follow all legally-required "adverse action" procedures specified by applicable federal, state and/or local law. For example, if the Consumer may be denied employment or incur another adverse

action based in whole or part on a Report provided by OPENonline, Client will provide to the consumer: (1) a copy of the Report, (2) a description, in writing, of the rights of the consumer entitled "A Summary of Your Rights Under the Fair Credit Reporting Act," and (3) a written notice containing any and all required notifications under federal, state or local law. Client will then wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report. After the appropriate waiting period and, assuming no dispute, Client will issue to the Consumer notice of any adverse action taken, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice will include: (1) the name, address, and telephone number of the consumer reporting agency, OPENonline, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency. If a dispute as to the accuracy of the report is raised by the Consumer during the waiting period, Client will afford OPENonline the legally-allowed time to resolve the dispute before deciding whether to take adverse action.

- F. Certifications Associated With Each Order.** By placing an order with OPENonline for a Report, Client is certifying that: (1) A clear and conspicuous disclosure has been made in writing to the Consumer by End-User (in a document that consists solely of the disclosure) stating that a Consumer Report may be obtained for employment purposes; (2) the Consumer has authorized in writing the procurement of the Consumer Report that is being ordered; (3) information from the report to be provided by OPENonline will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and (4) if applicable, End-User will comply with the adverse action requirements described in Section 604(b)(3) of the Fair Credit Reporting Act, as well as any other pertinent adverse action requirements. In addition, if the Consumer lives in California or is applying to work in California or works in California, by placing an order with OPENonline for a Consumer Report or Investigative Consumer Report, Client is also certifying that: (1) Client has complied with all disclosure and authorization requirements set forth in California Civil Code 1786.16, (2) Client has provided the Consumer a means to check a box to indicate that he or she would like a copy of any report received by Client from OPENonline, (3) Client will comply with any adverse requirements set forth under California law (including those identified in Section Cal. Civ. 1786.40) should they become applicable, and (4) Client has otherwise met all requirements for obtaining a Consumer Report or Investigative Consumer Report under California law.

3. Additional Certifications For Tenant-Related Reports.

- A. Federal, State, and Local Law Notifications.** Client certifies that before ordering a Report from OPENonline for tenant screening purposes, it shall also provide any necessary notifications under applicable federal, state, and local law to the Consumer. Client understands that various states, including, but not limited to, California, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.
- B. Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Report from OPENonline, the Consumer shall authorize in writing the procurement of such Report. Consent paperwork shall appropriately inform the Consumer of the tenant-related reason for the OPENonline check and the nature of such check, in compliance with the FCRA.

- C. **Post-Adverse Action Procedures.** If Client decides to take adverse action based upon a Report provided by OPENonline (e.g., decline tenant application, require higher security deposit, or offer less desirable apartment), it shall issue to the Consumer notice of any adverse action taken based in part or whole on a Report, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice shall include: (1) the name, address, and telephone number of the consumer reporting agency, OPENonline, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency.

4. **Additional Commitments For Specific Types Of Reports.**

- A. **Investigative Consumer Report Information.** If applicable, Client certifies that it shall comply with additional requirements pertaining to Investigative Consumer Reports, as outlined in 15 U.S.C. § 1681d. Among other things, it shall clearly and accurately disclose to the Consumer that an Investigative Consumer Report, including information as to his/her character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be obtained. The disclosure shall be made in writing and mailed or otherwise delivered to the Consumer with a summary of the Consumer's rights provided for under 15 U.S.C. § 1681g(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request for additional information, pursuant to 15 U.S.C. § 1681d(b), within a reasonable period of time after the receipt by him/her of the foregoing disclosure. By placing an order for an Investigative Consumer Report, Client certifies that it has complied with the above requirements in this Section and otherwise met all legal prerequisites for receiving an Investigative Consumer Report. Further, upon receipt of a request by an applicant or employee for additional information about the Investigative Consumer Report being ordered, Client shall disclose in writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure must be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the Client first requested the report, whichever is later.

- B. **Credit History Information.** If Client chooses to order credit reports from OPENonline, it certifies the following:

1. If Client is an employer, Client understands that at least ten (10) states and certain municipalities impose requirements and/or restrictions on employers intending to use credit reports for employment purposes. For example, Nevada and Illinois only permit employers to consider credit reports if the Consumer is working or will be working in a certain capacity. Likewise, states such as California and Colorado require that Consumers receive certain additional notifications before a credit check for employment purposes is conducted. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its use of credit reports identified by OPENonline.
2. Client acknowledges that special requirements are imposed by credit bureaus before access to credit history information may be provided. Client therefore agrees to the following:
 - a. Client shall make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or Social Security numbers.

- b. Client shall permit a physical site inspection of its premises. The cost for the site inspection will be billed to Client. OPENonline will arrange for an inspector to come to Client's location. For residential offices, the inspection and fee will be annual.
- c. Client shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or unauthorized viewing of consumer information; to inform all accessing employees that they may not access their personal information, information of friends and/or relatives or any other person unless it is for legitimate business purposes.
- d. To the extent Client is eligible to receive credit scores ("Scores"), Client shall only do so for its own exclusive use. Client may store Scores solely for Client's own use in furtherance of Client's original purpose for obtaining the Scores. Client shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence by Client and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Client who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law. Moreover, unless otherwise explicitly authorized in an agreement between OPENonline and Client for scores obtained from a credit bureau, or as explicitly otherwise authorized in advance and in writing by a credit bureau through OPENonline, Client shall not disclose to consumers or any third party, any or all such scores provided under this Agreement, unless required by law.
- e. Client shall release and indemnify the credit reporting agency from all liability arising from the Client's unauthorized access, improper use, or reliance on consumer credit information provided by the Company pursuant to this agreement.
- f. Client shall comply with any other requirement imposed by a credit reporting agency, so long as OPENonline makes Client aware of such a requirement.

C. Criminal History Information. OPENonline recommends that Client screen consumers at the county level, as well as using federal and multi-state/nationwide databases. Client understands that OPENonline cannot be held responsible for any records that exist that do not fall within the scope of the search(es) ordered by Client. Client further understands that the multi-state/nationwide database report will only be offered in conjunction with a county or state-level verification of any possible "hit" and that Client will be separately charged for the associated fees. Finally, Client is aware that multiple states and municipalities impose restrictions on the use of criminal history information and that the EEOC counsels that employers should engage in a multi-step process when evaluating applicants'/employees' criminal history information designed to avoid any disparate impact problems under Title VII. Client agrees to monitor all applicable legal restrictions on the use of criminal history information and take all necessary steps to comply with them.

- D. Motor Vehicle Record Information.** Client hereby certifies that it will only order motor vehicle records and/or driving records (collectively “MVRs”) in strict compliance with the Driver Privacy Protection Act (“DPPA” at 18 U.S.C. § 2721 *et seq.*) and any related state laws. Client further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain “driving records.” Client also certifies that it will use MVRs only in the normal course of business to obtain lawful information relating to the holder of a commercial driver’s license or to verify information provided by an applicant or employee. Client shall not retain or store any OPENonline-provided MVR results or portions of information contained therein in any database or combine such information with data in any other database, except that Client may keep a copy of a Consumer’s MVR in the Consumer’s personnel file. Client shall not transmit any data contained in the reported MVR via the public internet, electronic mail or any other unsecured means. Client understands that when MVRs are sought in certain states, Client will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by OPENonline. Client agrees to complete such state-specific written consent materials as required by law or requested by OPENonline. Client further agrees to maintain such materials for no less than five (5) years. Client must use these records for its own employment screenings and resale of this information is strictly prohibited.
- E. Drug Test Results.** Client certifies that it understands that various states impose requirements and/or restrictions on employers intending to use drug testing. For example, Minnesota only allows employers to conduct drug testing in certain situations and further requires that certain notices be provided. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its use of drug test results received from OPENonline.
- F. The Work Number.** Client acknowledges that special requirements are imposed by OPENonline before access to “The Work Number” may be provided by OPENonline. If Client chooses to order such information from OPENonline, Client agrees as follows:
1. Client shall hold OPENonline and its agents harmless from any claims or injuries arising out of Client’s use of “The Work Number.”
 2. Client shall not forward or share OPENonline information or “The Work Number” information with any third-party, except as required by law.
 3. OPENonline information will only be obtained by Client for the permissible purpose identified in this Agreement.
 4. Client is not one of the companies identified by OPENonline as a “Business that Cannot Be Provided The Work Number Information.”
 5. Client is in compliance with Vermont laws and any other applicable state laws regarding consumer credit or consumer identity protection.
 6. Client shall comply with OPENonline’s data security requirements as described in Exhibit B and OPENonline’s disposal of consumer information requirements as described in Exhibit C.
- G. SSN Verification, SSN Trace and ID Verification.** Client certifies that it will use reference services such as SSN Verification, SSN Trace and ID Verification services for its own use and shall hold any and all information obtained from use of the services in strict confidence. Client shall not request, obtain or distribute SSN Trace, SSN Verification and ID Verification information 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 or in conjunction with Client’s

own data or otherwise in any service which is derived from the SSN Verification and ID Verification. Client further certifies that the services shall be requested by and disclosed only to Client's designated and authorized employees and that such employees shall use services only for permissible purpose in the exercise of their official duties.

- H. **Death Records.** Client certifies that it follows requirements of 15CFR Part 1110 for access to the Limited Access Death Master File, NTIS, U.S. Department of Commerce. This includes Death Records Services and Identity Verification Services. Failure to comply may subject you to penalties under 15CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year. Adverse action should not be taken against any individual without further investigation to verify the death listed. SSA does not guarantee the accuracy of the Limited Access Death Master File, NTIS, U.S. Department of Commerce, nor does the SSA have a death record for every deceased person. Purposes for accessing are limited to fraud and legitimate business to verify identity, prevent identity fraud and verify a death, such as someone receiving a benefit or payment is deceased or support of fulfillment of benefits to beneficiaries.

5. **Obligations Regarding The Use and Security of Reports.**

- A. **Decision-making.** Client understands and agrees that OPENonline does not make the decision to deny employment, deny tenancy, or take any other adverse action based on any reported findings in the OPENonline investigation process. This responsibility falls solely with the Client. Client accepts full responsibility for any decision or adverse action made in part or whole on a Report provided by OPENonline.

- B. **Client's Information Security Obligations.** Client understands that Reports contain sensitive, personal information. Accordingly, Client agrees to do the following in order to preserve the security of the services being provided pursuant to this Agreement:

1. **Prevent Misuse Of Services Or Information.** Client shall only request Reports for one-time use. Client agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Reports. Client agrees that OPENonline may temporarily suspend Client's access pending an investigation of Client's use or access. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, OPENonline may immediately terminate this Agreement.
2. **Properly Maintain The Client Account.** Client is responsible for the administration and control of Account IDs and passwords by its employees and third parties and shall identify a security administrator to coordinate with OPENonline. Client shall manage all Account IDs and passwords and notify OPENonline promptly if any Account ID becomes inactive or invalid. Client shall follow the policies and procedures of OPENonline with respect to account maintenance as communicated to Client from time to time.
3. **Limit Access Within Organization.** Client shall disclose Reports internally only to Client's designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Client shall ensure that such designated and authorized employees shall not attempt to obtain any consumer reports or investigative consumer reports on themselves, associates, or any other person except in the reasonable exercise of their official duties.
4. **Limit Distribution Outside of Organization.** Client shall hold any Report obtained from OPENonline in strict confidence, and not disclose it to any third-parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.

5. Properly Handle Any Potential Or Actual Security Breaches. In the event that Client learns or has reason to believe that OPENonline data has been disclosed or accessed by an unauthorized party, Client will immediately give notice of such event to OPENonline. Furthermore, in the event that Client has access to or acquires individually-identifiable information (e.g., social security numbers, driver's license numbers or dates of birth) in relation to the Agreement, the following shall apply: Client acknowledges that upon unauthorized acquisition of such individually-identifiable information (a "Security Event"), Client shall, in compliance with law, notify the individuals whose information was disclosed that a Security Event has occurred. Also, Client shall be responsible for any other legal obligations which may arise under applicable law in connection with such Security Event.

C. Proprietary Materials. Client agrees that OPENonline and/or its suppliers retain all right, title and interest in and to the databases and any and all materials contained therein (collectively, the "Proprietary Materials") used to provide Services under applicable contractual, copyright, and related laws. Client shall use such Proprietary Materials consistent with such right, title and interest and notify OPENonline immediately of any threatened or actual infringement thereof.

D. Authorized Agent. Client shall at no time represent that it is an authorized agent or representative of OPENonline.

6. OPENonline's Obligations.

A. Compliance with Applicable Laws. OPENonline agrees to comply with all laws applicable to the making of Reports. Among other things, OPENonline will: (a) follow reasonable procedures to assure maximum possible accuracy of the information reported, (b) disclose to Consumer, upon request, the information in the Consumer's file, and (c) reinvestigate any information disputed by the Consumer at no charge to the Client and take any necessary action to rectify a report that has been determined to have incorrect or unverifiable information.

B. Use of Personally-Identifying Information. OPENonline will use personally-identifying information only in connection with the purpose for which Client provides it. OPENonline will not resell any personally-identifying information collected.

C. Scope of Information Provided. OPENonline shall seek out and deliver information consistent with the service descriptions set forth on the Statement of Work as described in Exhibit A at the time of the relevant search. Client understands that it must review and consider the scope of a search before placing an order with OPENonline. Client also understands that it will not receive information from OPENonline that falls outside of a requested search, and that it will not receive information that OPENonline determines—in its sole discretion—to be unreportable under applicable law.

D. Discontinuation of Services. OPENonline reserves the right to discontinue any service offered as of the effective date of this Agreement or at any time thereafter at OPENonline's sole discretion and determination. OPENonline will make every reasonable effort to give notice of such change before it becomes effective.

E. Administrative Role As To Adverse Action. If Client elects to have OPENonline send out pre- and/or post-adverse action letters for it, Client understands that it must notify OPENonline each time it wishes for a letter to go out. OPENonline will not send out any adverse action letters unless expressly instructed to do so. Client accepts full responsibility for the content of any adverse action letters sent by OPENonline, and understands that it must notify OPENonline if it wishes to use a particular template or if it wishes to modify the template made available through OPENonline. Client agrees that

OPENonline plays no role in deciding whether an individual should incur adverse action based upon a background screening report. Client accepts full responsibility for any and all substantive decision-making based upon the background screening reports it receives from OPENonline. Both parties agree that OPENonline's role as to the adverse action process is strictly administrative. Client shall indemnify, defend, and hold harmless OPENonline, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity ("Claims") related to the functions carried out by OPENonline that are described in this section.

7. No Legal Advice. Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel regarding the acquisition and use of Consumer Reports and Investigative Consumer Reports. Client understands and acknowledges that OPENonline is not a law firm and does not provide legal advice in connection with OPENonline's furnishing of Reports to Client or Client's use of such Reports. Client understands that any communications by OPENonline's employees or representatives regarding searches, verifications or the content of reports are not to be considered or construed as legal advice. Client shall consult with counsel as appropriate before deciding whether to act upon information reported by OPENonline. Client understands that sample forms or documents made available by OPENonline to Client, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Client shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws. Use of OPENonline's sample documents or processes—including any process designed to obtain the consumer's consent to the background check—is entirely optional. Therefore, if Client chooses to use OPENonline's sample documents or processes in part or whole, Client agrees that such documents/processes should be considered its own (not that of OPENonline), and that Client has consulted with its own legal counsel to the extent necessary regarding the use of such documents/processes. Client shall indemnify, defend, and hold harmless OPENonline, its vendors and service providers, affiliates, and subsidiaries and their respective officers, directors, and employees from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity ("Claims"), related to Client's use of sample forms, sample documents, or processes made available by OPENonline.

8. Warranties, Remedies, and Indemnification.

- A.** OPENonline assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories, and third-party researchers. Client understands that these information sources and resources are not maintained by OPENonline. Therefore, OPENonline cannot be a guarantor that the information provided from these sources is absolutely accurate. Nevertheless, OPENonline has in place procedures designed to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.
- B.** Client understands that OPENonline obtains the information in its consumer reports and investigative consumer reports from various third-party sources "AS IS" and, therefore, is providing the information to Client "AS IS". **OPENONLINE MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF**

PERFORMANCE WITH RESPECT TO THE ACCURACY, VALIDITY OR COMPLETENESS OF ANY INFORMATION AND/OR CONSUMER REPORTS, THAT THE REPORTS WILL MEET CLIENT'S NEEDS OR WILL BE PROVIDED ON AN UNINTERRUPTED BASIS; OPENONLINE EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.

- C.** Client shall indemnify, defend, and hold harmless OPENonline, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity ("Claims") related to: (i) any breach by Client of this Agreement or addenda to this Agreement, (ii) Client's violation of applicable laws or ordinances, or (iii) Client's negligence, misconduct, recklessness, errors or omissions.
- D.** Client agrees to safeguard access to OPENonline. Client agrees that the Account Identifiers, Passwords and Computer Programs provided by OPENonline are for its sole internal use and will not be provided to other parties. Client further agrees that it will maintain effective internal controls of its Account Identifiers and Passwords.
- E.** If any information or data provided or sold to Client is subsequently considered confidential or sealed for any reason by any federal, state or local public agency or entity (hereinafter the "Confidential Information"), Client upon receiving notice of such Confidential Information from OPENonline shall not sell, disseminate or otherwise further transfer the Confidential Information to any third party, and Client shall immediately upon receipt of such notice delete and/or destroy any and all such Confidential Information from all of Client's systems and files.
- F.** Client agrees that it will not use the tradename or trademark "OPENONLINE", "OPENONLINE.com", "OPEN", "Online Professional Electronic Network", "CIS", "Commercial Information Systems, Inc.", "PublicQuest" or SelectHire® unless authorized by OPENONLINE in writing by an authorized representative of OPENONLINE.
- G.** **OPENONLINE SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF OPENONLINE WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, OPENONLINE SHALL NOT BE LIABLE TO CLIENT FOR AN AMOUNT THAT EXCEEDS TWO TIMES (2X) THE TOTAL FEES PAID TO OPENONLINE DURING THE YEAR IN WHICH SUCH LIABILITY AROSE. BOTH PARTIES AGREE THAT THE PRICES AFFORDED TO CLIENT ARE PREMISED ON THIS CAP ON DAMAGES.**

9. Fees and Invoices. Client shall be responsible for paying all costs and fees for services ordered specified on Exhibit A. Client agrees to pay OPENonline prices as updated from time to time through its electronic announcements and notifications, Client bulletins, and published price schedules which are by this reference, incorporated herein. Client agrees that prices for services are subject to change without notice although OPENonline will make every reasonable effort to give notice of such change before it becomes effective. In addition, Client agrees to pay OPENonline any applicable set up fees, implementation fees, compliance program fees, rates and charges for all Services provided or ordered from OPENonline as detailed in Exhibit A plus any additional rates and charges, plus any related charges for agency fees, ATS integration and transaction fee and document delivery charges. Client shall be responsible for all charges incurred, including applicable fees, as well as charges resulting from Client's errors in inputting data, duplicate requests, and errors in transmission. Client will be billed monthly for services rendered on its behalf. **Invoices are due and payable upon receipt** and considered past due after thirty (30) days from date of invoice. Unpaid balances thereafter are subject to a monthly interest charge of up to 1.5% per month from the date of the invoice until the obligation is paid in full, as allowed by law. Client shall review all invoices furnished and shall notify OPENonline of any discrepancies within thirty

(30) days of receipt of the invoice. Absent an appropriate notice within thirty (30) days, the invoice will be deemed approved and accepted by Client. If it becomes necessary for OPENonline to pursue any collection of any amount due from Client under this Agreement, in addition to the principal amount due and interest, OPENonline shall be entitled to recover its costs of collection including, without limitation, reasonable attorney's fees, as allowed by law.

10. Supplier Conditions. Client acknowledges that access to and use of the services may be subject to restrictions imposed by suppliers, including without limitation all content providers, and further that OPENonline's agreements with such suppliers may require OPENonline to deny or otherwise restrict Client's access to certain information available through the services. Client agrees to comply with all such restrictions of which Client receives notice, whether such notice is provided in writing, online or via other electronic notification, and such restrictions are incorporated herein by reference. In the event of any conflict between this agreement and the terms and conditions imposed by suppliers, then the supplier's terms and conditions shall supersede and control. Client agrees to respect and comply with all copyright notices applicable to the databases and other services and products relating to the services.

11. Miscellaneous.

- A. Term.** This Agreement may be terminated by either Party for any reason whatsoever upon 30 days' prior written notice to the other Party. Notwithstanding the above, OPENonline may terminate this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. In addition, OPENonline may terminate the Agreement immediately if it determines that Client has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.
- B. Counterparts; Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- C. Independent Contractor.** Each party is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.
- D. Address Change.** Client shall notify OPENonline if Client changes its name or address.
- E. Information for "Vetting Purposes".** Client shall be expected to provide certain information to OPENonline regarding the nature of its business so that OPENonline may appropriately "vet" Client before providing Reports. Among other things, Client shall provide a photocopy of Client's business license, Federal Tax ID/Employer Identification Number and/or articles of incorporation. For Clients that have been in business LESS than one (1) year, Client must also send a photo copy of two of the following items: A copy of a utility or telephone bill in the business name for services at the principal place of business, a copy of the lease or proof of property ownership, a copy of a bank statement addressed to the Client, or a copy of the commercial insurance under the business name.
- F. General Legal Compliance:** Client shall comply with all laws applicable to its ordering, receipt, or use of Reports from OPENonline.
- G. Receipt of Federal Notices.** Client acknowledges that it has received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports."

- H. Retention of Documents. Client shall retain all disclosures to Consumers, written authorizations from Consumers, Reports, and adverse action letters for a period of at least five (5) years.
- I. Audits. OPENonline shall have the right to conduct periodic audits of Client's compliance with this Agreement. In addition, certain third-party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Client either directly or through OPENonline. The scope and frequency of any audit shall be at the reasonable discretion of OPENonline and will be subject to requirements imposed by third-party vendors. OPENonline will provide reasonable notice prior to conducting any audit provided that OPENonline has received reasonable notice from any third-party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by OPENonline, including, but not limited to, immediate termination of this Agreement.
- J. Forum Selection and Choice of Law. Ohio law and federal law will govern this Agreement for all matters except for collections. The parties agree that any legal disputes other than collection matters will be handled in the appropriate state or federal court in Ohio. Both parties agree that personal jurisdiction exists in Ohio.
- K. Validity of Agreement. The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.
- L. Force Majeure. The obligation of OPENonline to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.
- M. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, neither party shall assign or otherwise transfer this Agreement or any interest herein without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- N. No Third-Party Beneficiaries. Except as specifically provided for herein, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.
- O. No Waiver. The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty.
- P. Exhibits and Schedules Incorporated. All Exhibits and Schedules attached hereto are incorporated herein.
- Q. Survival. The following provisions shall survive termination of this Agreement: 2D, 2E, 2F, 3C, 4B(2)(e), 4C, 4D,4E, 4F, 5A, 5B, 7, 8B, 8C, 8G, 9, 11F, 11H, 11J, 11L, 11N, 11O.
- R. Entire Agreement. This Agreement and any attachments hereto constitute the entire agreement between the parties and supersede all prior understanding, written or oral, between the parties with respect to the subject matter hereof. No changes or alterations may be made to this Agreement unless in writing signed by duly-authorized representatives of each party to this Agreement.

In signing this Agreement on behalf of Client, the individual below hereby certifies that he/she has direct knowledge of the facts addressed above and that **he/she is authorized to execute this Agreement on behalf of Client.**

Client's Legal Business Name

OPENonline, LLC

Signature _____

Signature _____

Printed _____

Printed _____

Title _____

Title _____

Date _____

Date _____

Physical Address/Location of Client Identified Above

Exhibit A
Statement of Work

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

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

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

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

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

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

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

604(a)(3)(D)

- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation.

Section 604(a)(3)(E)

- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

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

B. Users Must Provide Certifications

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

C. Users Must Notify Consumers When Adverse Actions Are Taken

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

1. Adverse Actions Based on Information Obtained From a CRA

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

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

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

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

60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

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

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

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

E. Users Have Obligations When Notified of an Address Discrepancy

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

F. Users Have Obligations When Disposing of Records

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

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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

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

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

A. Employment Other Than in the Trucking Industry

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

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

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

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

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

B. 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 EMPLOYMEE INVESTIGATIONS

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

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

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

necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

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

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

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

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

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

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identify of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and

(3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

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

C. Fraud Alerts and Resellers

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

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

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

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

| | |
|--------------|-------------------|
| 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-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 |