

## Attachment A

### **MANDATORY TERMS FOR EACH CONSUMER AGREEMENT**

Welcome to TransUnion® ShareAble®, found at the web site, [www.hires.shareable.com], or through an integration platform (the “Site”) - a product of TransUnion Rental Screening Solutions, Inc. (“TURSS”). This Terms of Use Agreement (“Agreement”) contains the terms and conditions upon which you (“you,” or the “Member”) may access ShareAble or any products or services offered through the Site. You agree to be legally bound by these terms.

#### **General Terms**

TURSS provides access to ShareAble to allow you to authorize and agree to provide your credit and public record information (“Consumer Report Information” or “Credit Information”) to third parties through this platform. From time to time TURSS and or the owner of this platform may revise these terms and conditions. Revisions will be effective when posted or as otherwise stated. Additional terms and conditions may apply to specifics of other products and services, or to the participation in future contests or surveys.

After agreeing to the terms of this Agreement, you will be requested to authenticate your identity (using information from public records and credit information related to the identifying information that you provide (e.g. Social Security Number, Date of Birth) (“Identifying Information”) and acknowledge that upon successful completion of identity verification, your Consumer Report Information will be provided to third parties indicated on your request via this platform. You acknowledge and agree that TURSS and the platform provider is not responsible for any actions or decisions made by any third parties with whom you have agreed to share your Consumer Report Information.

The images, text, screens, web pages, materials, data, content and other information (“Content”) used and displayed through ShareAble and/or the Site are the property of TURSS or its licensors and are protected by copyright, trademark and other laws. In addition to its rights in individual elements of the Content within the Site, TURSS owns intellectual property rights in the selection, coordination, arrangement and enhancement of such Content. None of the Content may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of TURSS or the owner of the Content.

#### **Disclaimer of Warranties and Liabilities**

SHAREABLE AND THE SITE, INCLUDING ALL CONTENT, CREDIT INFORMATION, PRODUCTS AND SERVICES MADE AVAILABLE ON OR ACCESSED THROUGH THIS SITE, ARE PROVIDED TO YOU “AS IS”. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER TURSS NOR ITS AFFILIATES NOR ITS DATA PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER AS TO THE CONTENT, CREDIT INFORMATION, PRODUCTS OR SERVICES AVAILABLE ON OR ACCESSED THROUGH SHAREABLE AND THE SITE, THAT YOU OR A THIRD PARTY WILL HAVE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO SHAREABLE OR THE SITE, PRODUCTS OR SERVICES OR THAT SHAREABLE, THE SITE, PRODUCTS OR SERVICES WILL BE ERROR-FREE. IN ADDITION, TURSS AND ITS AFFILIATES AND ITS DATA PROVIDERS DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND INFORMATIONAL CONTENT. THEREFORE, YOU AGREE THAT YOUR ACCESS TO AND USE OF SHAREABLE, THE SITE, PRODUCTS, SERVICES AND CONTENT ARE AT YOUR OWN RISK. ADDITIONALLY, YOU AGREE THAT THE CREDIT INFORMATION THAT YOU AUTHORIZE TURSS TO SHARE WITH THIRD PARTIES IS NOT ERROR-FREE AND MAY INCLUDE INFORMATION THAT DOES NOT PERTAIN TO YOU AND TURSS AND ITS AFFILIATES AND ITS DATA PROVIDERS ARE NOT RESPONSIBLE OR LIABLE FOR ANY ACTION OR DECISION TAKEN BY A THIRD PARTY BASED ON THE CREDIT INFORMATION. BY USING OUR SITE, YOU ACKNOWLEDGE AND AGREE THAT NEITHER TURSS NOR ITS AFFILIATES NOR ITS DATA PROVIDERS HAVE ANY LIABILITY TO YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF SHAREABLE, THE SITE, CONTENT, PRODUCTS OR SERVICES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT YOUR COMPUTER EQUIPMENT. YOU ACKNOWLEDGE AND AGREE THAT TURSS'S DATA PROVIDERS ARE A THIRD PARTY BENEFICIARY OF THE PROVISIONS OF THIS SECTION, WITH RIGHT OF ENFORCEMENT.

TURSS reserves the right to publish or use any responses, questions or comments emailed to TURSS promotional or other purposes without any further permission, notice or payment of any kind to the sender. All such submissions are the property of TURSS.

## **Registration and Accurate Information**

If you decide to register on the Site or use ShareAble, you may be required to register, provide personal information, and select a user name and password. You agree to provide accurate information in your registration and not to share your password with third parties. You agree not to impersonate another person or to select or use a user name or password of another person. You agree to notify TURSS promptly of any unauthorized use of your account and of any loss, theft or disclosure of your password. Failure to comply with these requirements shall constitute a breach of these terms and conditions and shall constitute grounds for immediate termination of your account and your right to use the Site.

## **Our Privacy Policy**

By using the Site or purchasing products or services, you agree that we may use and share your personal information in accordance with the terms of our Privacy Statement. Our privacy statement can be reached at [www.shareable.com](http://www.shareable.com).

## **Fair Credit Reporting Act**

The Fair Credit Reporting Act allows you to obtain from each consumer reporting agency a disclosure of all the information in your consumer file at the time of the request. Full disclosure of information in your file at a consumer reporting agency must be obtained directly from such consumer reporting agency. The credit reports provided or requested through our Site are not intended to constitute the disclosure of information by a consumer reporting agency as required by the Fair Credit Reporting Act or similar laws.

You are entitled to receive a free copy of your consumer report from a consumer reporting agency if:

- You have been denied or were otherwise notified of an adverse action related to credit, insurance, employment, or a government granted license or other government granted benefit within the past sixty (60) days based on information in a credit report provided by such agency.
- You have been denied house/apartment rental or were required to pay a higher deposit than usually required within the past sixty (60) days based on information in a consumer report provided by such agency.
- You certify in writing that you are a recipient of public welfare assistance.
- You certify in writing that you have reason to believe that your file at such credit reporting agency contains inaccurate information due to fraud.

In addition, if you are a resident of Colorado, Maine, Maryland, Massachusetts, New Jersey, or Vermont, you may receive one free copy of your consumer report each year from the consumer reporting agencies. If you are a resident of Georgia, you may receive two free copies of your consumer report each year from the credit bureaus. Otherwise, a consumer reporting agency may impose a reasonable charge for providing you with a copy of your consumer report.

The Fair Credit Reporting Act provides that you may dispute inaccurate or incomplete information in your consumer report. **YOU ARE NOT REQUIRED TO PURCHASE YOUR CONSUMER REPORT FROM THE SITE OR SHAREABLE IN ORDER TO DISPUTE INACCURATE OR INCOMPLETE INFORMATION IN YOUR REPORT OR TO RECEIVE A COPY OF YOUR REPORT FROM EQUIFAX, EXPERIAN OR TRANSUNION, THE THREE NATIONAL CREDIT REPORTING AGENCIES, OR FROM ANY OTHER CREDIT REPORTING AGENCY.**

## **Term and Termination; Modification**

This Agreement will take effect at the time you click "I Accept," and shall terminate (a) when either party gives notice of its intention to terminate to the other party hereto, to TURSS via the toll-free number set forth on the web site, or (b) if TURSS discontinues providing ShareAble or access to the Site.

TURSS may (i) change the terms of this Agreement or the feature of the Service, or (ii) change the Site, including eliminating or discontinuing any content or feature of the Site, restricting the hours of availability, or limiting the amount of use of the Site without notice. If you use ShareAble and/or the Site after TURSS has implemented such changes, you agree to be bound by all of the changes made to the Site or to this Agreement. You are expected to review the Site periodically to ensure familiarity with any posted notices of modification.

## **Policy Regarding Minors**

We define minors as individuals under the age of 18. Our Web Site is not intended for the use of minors and we do not intend to collect information about minors through our Web Site. You must be at least 18 to access any products through this website.

## **Notices**

You should send any notices or other communications regarding ShareAble or our Site to:

TransUnion Rental Screening Solutions  
Attn.: Counsel for TURSS  
555 W. Adams Street  
Chicago, IL 60661.

Except as otherwise provided on this Site, we may send any notices to you to the most recent e-mail address you have provided to us or, if you have not provided an e-mail address, to any e-mail or postal address that we believe is your address. If you wish to update your registration information, please log in to your account and visit the 'Your Account' section from the main menu.

**Applicable Law**

The laws applicable to the interpretation of these terms and conditions shall be the laws of the State of Illinois, USA, and applicable federal law, without regard to any conflict of law provisions. TURSS can provide credit reports only on individuals who have established credit in the United States. Those who choose to access this Site from outside the United States do so on their own initiative and are responsible for compliance with local laws. You agree that any and all disputes arising under this Agreement or out of TURSS' provision of services to you, if submitted to a court of law, shall be submitted to the state and federal courts of Northern District of Illinois, USA.

**Permission Statement**

You understand that by clicking on the "I Accept" button immediately following this notice, you are providing written authorization to TransUnion Rental Screening Solutions to obtain information from your personal credit profile from TransUnion and public records sources. You instruct TransUnion Rental Screening Solutions to obtain such information and to provide it to certain identified third parties who are requesting this information about you. Before you may use TransUnion ShareAble, we must obtain written authorization from you to give us permission to obtain your TransUnion credit history and public records report and share them with certain identified third parties.

## Attachment B

### **MANDATORY TERMS FOR EACH END USER (TURSS SUBSCRIBER) AGREEMENT**

This is the service agreement to use ShareAble® (“Service Agreement”). Your acknowledgement and agreement to these terms, as well as the Terms and Conditions of the internet site you are accessing (“Site”), are required to access and/or use TransUnion ShareAble. You agree to be legally bound by these terms. This Service Agreement is made and entered into as by and between TransUnion Rental Screening Solutions, Inc. (“TURSS”) and you/your company (“Subscriber,” “You” or “Property Owner”). In consideration of the promises and mutual covenants hereinafter set forth, TURSS and Subscriber hereto agree as follows:

1. **Scope of Agreement.** This Agreement applies to any of those information services which Subscriber may desire to receive from TURSS and which TURSS offers to Subscriber via this Site. Such information services shall herein be collectively referred to as “Services” and all information derived therefrom shall be collectively referred to as “Services Information.” Subscriber enters in this Agreement on behalf of itself and its affiliates under common ownership and control, all of which are referred to collectively as Subscriber.
2. **Subscriber’s business.** Subscriber certifies that it is utilizing the Services solely for assisting with making a residential or storage leasing decision.
3. **Consumer Reporting Services**
  - 3.1 **Consumer Report Information.** TURSS makes certain consumer report information services from consumer reporting databases, including but not limited to consumer credit reports, and criminal record reports (“Consumer Report Information”), available to its customers who have a permissible purpose for receiving such information in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto (“FCRA”). For the purposes of this Agreement, the term “adverse action” shall have the same meaning as that term is defined in the FCRA.
  - 3.2 **FCRA Penalties.** 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, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
  - 3.3 **Subscriber Certifications.** Subscriber certifies that it shall request Consumer Report Information pursuant to the written authorization of the consumer who is the subject of the Consumer Report Information. Subscriber certifies that each such written authorization will expressly authorize Subscriber to obtain the Consumer Report Information, and will contain at a minimum the subject’s name, address, social security number (where available) and signature. Subscriber shall use such Consumer Report Information solely for Subscriber’s exclusive one-time use and pursuant to the consumer’s written authorization and to use such information solely for assisting with making a residential or storage lease decision, and for no other purpose, subject however, to the additional restrictions set forth herein. Moreover, if requested by TURSS, Subscriber agrees to, and shall, individually certify the permissible purpose for each Consumer Report Information it requests. Such individual certification shall be made by Subscriber pursuant to instructions provided from time to time to Subscriber by TURSS. Nothing in this certification, or elsewhere in this Agreement, is intended to allow Subscriber to purchase Consumer Report Information for the purpose of selling or giving the report, or information contained in or derived from it, to the subject of the report, or to any other third party, and Subscriber expressly agrees to refrain from such conduct except where required by law.
  - 3.4 **All rental decisions to be made by Subscriber.** Subscriber acknowledges and agrees that all decisions of whether or not to rent property to a particular Applicant or Tenant, as well as the length of and terms of any such rental, will be made by Subscriber. TURSS shall have no liability to Subscriber or to any Applicant, Tenant, or other person or entity for any rental, or the failure to rent, to any Applicant or Tenant or the terms of any such rental, regardless of whether or not Subscriber’s decision was based on Consumer Report Information, public records, or other information provided to Subscriber by TURSS.
  - 3.5 **Compliance with Laws.** Subscriber shall be responsible for compliance with all applicable federal (including, but not limited to the FCRA) and state laws, rules, regulations and judicial actions, as now or as may become effective, to which it is subject.

3.6 Subscriber certifies it shall comply with all requirements related to the public record information ("Public Record Information") and other applicable data use restrictions ("Data Source Requirements") described at <http://rentalscreening.transunion.com/sites/default/files/RS-Data-Source-Requirements-Agreement.pdf>, which may be altered by TURSS from time to time, and certifies that any distribution of the Public Record Information or a Consumer Report shall comply with and contain the state-specific requirements described at <http://rentalscreening.transunion.com/sites/default/files/RS-Data-Source-Requirements-Agreement.pdf> which may be altered by TURSS from time to time.

#### **4. Ancillary Services**

4.1 Fraud Prevention Services. TURSS offers several fraud prevention services that evaluate inquiry input elements against other input elements and/or against proprietary databases, to identify potential discrepancies and/or inaccuracies. Fraud prevention service messages may be delivered with Consumer Report Information as a convenience, but are not part of a consumer's file nor are they intended to be consumer reports. In the event Subscriber obtains any fraud prevention services from TURSS in conjunction with Consumer Report Information or as a standalone service, Subscriber shall not use the fraud prevention services, in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for credit or insurance, or employment, nor for any other purposes under the FCRA. Moreover, Subscriber shall not take any adverse action, which is based in whole or in part on the fraud prevention services, against any consumer. As a result of information obtained from the fraud prevention services, it is understood that Subscriber may choose to obtain additional information from one or more additional independent sources. Any action or decision as to any individual which is taken or made by Subscriber based solely on such additional information obtained from such additional independent source(s) shall not be deemed prohibited by this paragraph.

4.2 Scores. Subscriber may request, in writing, that TURSS provide Subscriber certain credit scores, which shall include ResidentScore, collectively referred to herein as "Score(s)," for Subscriber's exclusive use. TURSS agrees to perform such processing as reasonably practicable. Subscriber shall use Scores only in accordance with its permissible purpose under the FCRA certified at the time of its request for such Scores; and, may store Scores solely for Subscriber's own use in furtherance of Subscriber's original purpose for obtaining the Scores. Subscriber shall not use the Scores for model development or model calibration and shall not reverse engineer the Scores.

4.2.1 Adverse Action Factors. Subscriber recognizes that factors other than the Scores may be considered in making a decision as to a consumer. Such other factors include, but are not limited to, the credit report, the individual account history, application information, and economic factors. TURSS may provide score reason codes to Subscriber, which are designed to indicate the principal factors that contributed to the Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). The Score itself, when accompanied by the corresponding reason codes, may also be disclosed to the consumer who is the subject of the Score. However, the Score itself may not be used as the reason for adverse action under Reg. B.

4.2.2 Confidentiality of Scores. Scores are proprietary to TURSS and without appropriate prior written consent, Scores may not be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except: (a) as expressly permitted herein; (b) to those employees of Subscriber with a need to know and in the course of their employment; (c) to those third party processing agents of Subscriber who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Subscriber and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (d) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (e) as required by law. Subscriber shall not, nor permit any third party to, publicly disseminate any results of the validations or other reports derived from the Scores without prior written consent.

4.2.3 Score Performance. Certain Scores are implemented with standard minimum exclusion criteria. TURSS shall not be liable to Subscriber for any claim, injury or damage suffered directly or indirectly by Subscriber as a result of any Subscriber requested changes to the exclusion criteria which result in normally excluded records being scored by such Scores. TURSS warrants that the scoring algorithms used in the computation of the scoring services, provided under this Agreement, ("Models") are empirically derived from credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the purpose of the Scores when applied to the population for which they were developed, and that no scoring algorithm used by a Score uses a "prohibited basis" as that term is defined in ECOA and Reg. B promulgated thereunder. Scores may

appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.

4.2.4 Scores without score factors / adverse action codes. Scores without score factors / adverse action codes may be made available to Subscriber in conjunction with Subscriber's request for Consumer Report Information. Subscriber hereby represents and warrants that when Subscriber requests Scores without score factors / adverse action codes, Subscriber shall not use such Scores, nor any information derived therefrom to take any adverse action as to any individual consumer.

4.2.5 Third Party Scores and Other Third Party Services. TURSS has the capability to offer scores derived from models built jointly with third parties, and other services provided by third parties, which are subject to additional warranties offered or terms imposed by such third parties. If desired by Subscriber, such third party scores and services shall be made available pursuant to separate agreement, which shall be appended as a schedule to this Agreement.

4.3 Subscriber Forms. TURSS may offer the ability to electronically maintain and make available to Subscriber, at Subscriber's request and direction, Subscriber's forms including, but not limited to, lease forms, lease addenda, and consumer correspondence. Subscriber acknowledges and agrees that it is Subscriber's obligation to ensure the accuracy and completeness of the forms and to ensure its compliance with all applicable laws related to the use of such forms. TURSS makes no representations or warranties as to the content or use of such forms.

4.4 Subscriber Access. Subscriber agrees that TURSS may store data provided to Subscriber hereunder on behalf of Subscriber to be used by Subscriber solely for audit or compliance purposes and for no other purpose. All data stored on behalf of Subscriber by TURSS shall be owned by Subscriber and may not be modified in any manner.

## **5. Additional Terms and Conditions**

5.1 Confidentiality. Subscriber shall hold all Services Information in confidence and shall not disclose the Services to any third party, except as required by law (i.e., an order of a court or data request from an administrative or governmental agency with competent jurisdiction) to be disclosed; provided however, that Subscriber shall provide TURSS ten (10) days prior written notice before the disclosure of such information pursuant to this Paragraph 3.9. However, this restriction shall not prohibit Subscriber from disclosing to the subject of the Consumer Report Information, who is the subject of an adverse action, the content of the Consumer Report Information as it relates to any such adverse action.

5.2 Safeguards. Each party shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards ("Safeguards") to (a) insure the security and confidentiality of personal information; (b) protect against anticipated threats or hazards to the security or integrity of personal information; and (c) protect against unauthorized access or use of personal information that could result in substantial harm or inconvenience to any consumer. When a consumer's first name or first initial and last name in combination with a social security number, driver's license or Identification Card Number, or account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account ("Personal Information"), is delivered to Subscriber, Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information and to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure. Subscriber shall notify TURSS in writing as soon as practicable but in no event later than forty-eight hours after which Subscriber becomes aware of any potential and/or actual misappropriation of, and/or any unauthorized disclosures of, any information provided to Subscriber by TURSS, including, but not limited to theft, loss or interception of Consumer Report Information, unauthorized use of TURSS subscriber codes and passwords, unauthorized entry to the facilities where TURSS data may have been accessible, or unauthorized release of or access to TURSS data by an employee or Agent of Subscriber. Subscriber shall fully cooperate with TURSS in any communications to consumers regarding the data incident and mitigating, to the extent practicable, any damages due to such misappropriation and/or unauthorized disclosure. Such cooperation shall include, but not necessarily be limited to, allowing TURSS to participate in the investigation of the cause and extent of such misappropriation and/or unauthorized disclosure. Such cooperation shall not relieve Subscriber of any liability it may have as a result of such a misappropriation and/or unauthorized disclosure. Moreover, without TURSS's prior consent, Subscriber shall make no public notification, including but not limited to press releases or consumer notifications, of the potential or actual occurrence of such misappropriation and/or unauthorized disclosure of any such information provided to Subscriber.

- 5.3 Authorized Requests. Subscriber shall use the Services: (a) for its certified permissible purpose above to assist in making a residential or storage lease decision; (b) solely for Subscriber's exclusive one-time use; and (c) subject to the terms and conditions of this Agreement. Subscriber shall not request, obtain or use Services 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 Subscriber's own data, or otherwise in any service which is derived from the Services. Services shall be requested by, and disclosed by Subscriber to only Subscriber's designated and authorized employees having a need to know and only to the extent necessary to enable Subscriber to use the Services in accordance with this Agreement. Subscriber shall ensure that such Subscriber designated and authorized employees shall not attempt to obtain any Services on themselves, associates, or any other person except in the exercise of their official duties.
- 5.4 Third Party Intermediaries. In the event Subscriber will utilize a third party intermediary (e.g., Internet service provider or other network provider) for the purpose of receiving Services, Subscriber shall first enter into an agreement with such third party under which such third party acts solely as a network conduit for the delivery of the Services to Subscriber and which prohibits such third party from using, or otherwise accessing, the Services for any other purpose. Subscriber shall be solely liable for any actions or omissions of such third parties which result in a breach of this Agreement.
- 5.5 Rights to Services. Subscriber shall not attempt, directly or indirectly, to reverse engineer, decompile, or disassemble Services or any confidential or proprietary criteria developed or used by TURSS relating to the Services provided under this Agreement. Except as explicitly set forth in this Agreement, the entire right, title and interest in and to the Services shall at all times vest exclusively in TURSS. TURSS reserves all rights not explicitly granted to Subscriber under this Agreement.
- 5.6 Notwithstanding anything to the contrary in the Agreement, TURSS hereby grants a limited, non-exclusive, non-transferable license to the Public Record Information, and the Services derived from the Public Record Information, from TURSS and that the material content of the Public Record Information and the Consumer Reports delivered by TURSS may not be altered, edited, or otherwise changed without the prior written consent from TURSS.
- 5.7 Fees and Payments. The Subscriber is responsible for the full payment of the Services. Upon delivery of the Services, Subscriber will be responsible for immediate payment, and outstanding amounts may be subject to a late charge of one and one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. If collection efforts are required, Subscriber shall pay all costs of collection, including reasonable attorney's fees.
- 5.7.1 In addition, in the event that TURSS's cost of rendering Services increases as a result of federal, state or local laws, ordinances or other regulatory, administrative or governmental acts, then TURSS may implement a surcharge subject to the following: (a) any surcharge will be applicable generally to TURSS's customers; and (b) any surcharge will be applied only to services pertaining to consumers in the geographic area so affected. A legislative surcharge is imposed on certain types of reports pertaining to consumers residing in the United States, and an additional surcharge is imposed on certain reports pertaining to only Colorado residents.
- 5.8 Term, Termination and Survival. The term of this Agreement shall commence upon the agreeing to the terms of this Agreement and shall remain in effect until terminated by any party hereto for any reason whatsoever.
- 5.8.1 With the exception of TURSS's obligation to provide Services under this Agreement, all provisions of this Agreement shall survive any such termination of this Agreement including, but not limited to, all restrictions on Subscriber's use of Services Information. Moreover, any such termination shall not relieve Subscriber of any fees or other payments due to TURSS through the date of any such termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such termination.
- 5.9 Limited Warranty. TURSS represents and warrants that the Services will be provided in a professional and workmanlike manner consistent with industry standards. TURSS DOES NOT WARRANT THE SERVICES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS. THE WARRANTY SET FORTH IN THIS SECTION 4.12 IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 5.10 Limitation of Liability. TURSS'S SOLE LIABILITY, AND SUBSCRIBER'S SOLE REMEDY, FOR VIOLATIONS OF THIS AGREEMENT BY TURSS OR FOR BREACH OF TURSS'S OBLIGATIONS SHALL BE THE CORRECTION OF ANY DEFECTIVE SERVICE OR THE REFUND OF FEES PAID FOR SAME.
- 5.10.1 IN NO EVENT SHALL TURSS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF TURSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 5.10.2 ADDITIONALLY, TURSS SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.
- 5.11 Notwithstanding anything to the contrary in the Agreement, use of Public Record Information, and the Services derived from the Public Record Information, from TURSS shall be subject to the following: THE PUBLIC RECORD INFORMATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TURSS AND ITS DATA PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PUBLIC RECORD INFORMATION AND DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, TURSS AND ITS DATA PROVIDERS DO NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PUBLIC RECORD INFORMATION AND SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY USE OF THE PUBLIC RECORD INFORMATION. Subscriber shall indemnify, defend, and hold harmless TURSS and its data providers, from and against any and all liabilities, damages, losses, claims, costs, fees, and expenses (including but not limited to reasonable attorney and expert witness fees and expenses) arising out of or related to Subscriber's use of the Public Record Information obtained from TURSS. Subscriber acknowledges and agrees that TURSS's data providers are a third party beneficiary of the provisions of this section, with right of enforcement.
- 5.12 Assignment and Subcontracting. Subscriber may not assign or otherwise transfer this Agreement, in whole or in part without the prior written consent of TURSS. TURSS may assign or transfer this Agreement to an affiliate or in the event of a purchase of substantially all of TURSS's assets or in the event of a corporate form reorganization (e.g., LLC to C-Corporation). Moreover, TURSS shall have the unrestricted right to subcontract the Services to be provided to Subscriber by TURSS under this Agreement; provided however, that such subcontracting shall not relieve TURSS of its obligations under this Agreement. The limited warranty and limitation of liability provisions set forth in this Agreement shall also apply for the benefit of TURSS's licensors, subcontractors and agents.
- 5.13 No Waiver. No failure on the part of either party to enforce any covenant, agreement, or condition of this Agreement shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party to enforce the same in the event of any subsequent breach by the other party.
- 5.14 Independent Contractors. This Agreement is not intended to create or evidence any employer-employee arrangement, agency, partnership, joint venture, or similar relationship.
- 5.15 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.
- 5.16 Force Majeure. TURSS shall not be liable for any delay in performance or failure to perform under this Agreement if such delay or failure is caused by conditions beyond TURSS' reasonable control.
- 5.17 Audit Rights. During the term of this Agreement and for a period of five (5) years thereafter, TURSS may audit Subscriber's policies, procedures and records which pertain to this Agreement, to ensure compliance with this Agreement, upon reasonable notice and during normal business hours.



- 5.18 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois, without reference to the choice of law principles thereof.
- 5.19 Notices. Subscriber acknowledges and agrees that any notice provided by TURSS to any electronic mail address provided by Subscriber shall suffice for proper notice under this Agreement. Additionally, all of Subscriber's communications or notices required or permitted by this Agreement shall be sufficiently given for all purposes hereunder if given in writing and delivered to TURSS (i) personally, (ii) by United States first class mail, (iii) by reputable overnight delivery service, (iv) by electronic mail, or (v) by facsimile. All notices delivered in accordance with this Section for TURSS shall be sent to the appropriate address or number, as set forth below:  
TURSS: TransUnion Rental Screening Solutions  
Attn.: Counsel for TURSS  
555 W. Adams St. Chicago, IL 60661
- 5.20 Trademarks. Both Subscriber and TURSS shall submit to the other party for written approval, prior to use, distribution, or disclosure, any material including, but not limited to, all advertising, promotion, or publicity in which any trade name, trademark, service mark, and/or logo (hereinafter collectively referred to as the "Marks") of the other party are used (the "Materials"). Both parties shall have the right to require, at each party's respective discretion and as communicated in writing, the correction or deletion of any misleading, false, or objectionable material from any Materials. Neither party shall remove any of the other party's Marks from any information materials nor reports provided to the other party and shall comply with the other party's instructions with respect to the use of any such Marks. Moreover, when using the other party's Marks pursuant to this Agreement, a party shall take all reasonable measures required to protect the other party's rights in such Marks, including, but not limited to, the inclusion of a prominent legend identifying such Marks as the property of the other party. In using each other's Marks pursuant to this Agreement, each party acknowledges and agrees that (i) the other party's Marks are and shall remain the sole properties of the other party, (ii) nothing in this Agreement shall confer in a party any right of ownership in the other party's Marks, and (iii) neither party shall contest the validity of the other party's Marks. Notwithstanding anything in this Agreement to the contrary, without the prior written approval of Subscriber, TURSS shall have the right to disclose to third parties Subscriber's marks in consumer credit reports containing Subscriber's account information.
- 5.21 By signing this Agreement, Subscriber acknowledges receipt of a copy of the Federal Trade Commission's "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" and a copy of the Consumer Financial Protection Bureau's "Using Consumer Reports: What Employers Need to Know".
- 5.22 The individual executing this Agreement has direct knowledge of all facts certified and the authority to both execute this Agreement on behalf of Subscriber and bind Subscriber to the terms of this Agreement.
- 5.23 TruValidate Services.
- 5.23.1 In connection with the Services, Subscriber desires to obtain TransUnion's TruValidate Service pursuant to the following additional terms and conditions:
- 5.23.1.1 Subscriber and its employees shall comply with all applicable federal, state and local laws, statutes, rules and regulations including, but not limited to, Section (6802) (e) of the Gramm-Leach-Bliley Act ("**GLB**"), Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) and the United States Federal Trade Commission rules promulgated thereunder, all other applicable privacy laws, "do not call" laws, the Drivers Privacy Protection Act (18 U.S.C. § 2721 *et seq.*) ("**DPPA**") and similar and/or associated state laws and regulations governing the use and disclosure of drivers' license information, and the Telephone Consumer Protection Act (47 U.S.C. § 227) ("**TCPA**"), Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1, *et seq.*) ("**FCPA**"), the California Consumer Privacy Act, (California Civil Code §1798.100 *et seq.*) ("**CCPA**"), and similar and/or associated state laws and regulations. Subscriber and its employees, agent(s), or contractor(s) shall comply with relevant Federal and State laws regulating the collection, use, and retention of biometric information.
- 5.23.1.2 Subscriber shall comply with all terms and guidelines contained in TransUnion user guides and other related documentation (together, the "**Documentation**") provided by TransUnion in connection with the Services.
- 5.23.1.3 TransUnion and its affiliates may use the data that Subscriber provides only in connection with the Services and as may be provided by Service Agreement. TransUnion and its affiliates may not use such data for any other purpose.
- 5.23.1.4 With respect to each Subscriber request for TruValidate Services, Subscriber hereby certifies that Subscriber is the user of the Services and that Subscriber and its employees will request, obtain and use such Services only for the following GLB Permitted Use ("**Permitted Use**"):

- 5.23.1.4.1 To use in the normal course of business to verify the accuracy of information submitted by the consumer and if it is not correct, to obtain the correct information, but only to protect against or prevent actual fraud, unauthorized transactions, claims or other liability.
- 5.23.1.5 Subscriber shall not request, obtain or use Services for marketing purposes nor for any purpose except as expressly provided for herein. Moreover, Subscriber shall not take any adverse action, which is based in whole or in part on the TruValidate Services, against any consumer. For the purposes of this Service Agreement, the terms “adverse action” and “consumer” shall have the same respective meaning as those terms are defined in the FCRA.
- 5.23.1.6 In no event shall Subscriber use any of the TruValidate Services, in whole or in part, as a factor in establishing an individual’s creditworthiness or eligibility for (i) credit or insurance, or (ii) employment, nor for any other purpose under the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) (“FCRA”).
- 5.23.1.7 To the extent that any TruValidate Service contains, in whole or in part, Consumer Reports as defined in the FCRA, Subscriber certifies that it will request and use these Services solely for one of the permissible purposes certified in the Service Agreement. Subscriber may request and use Account Verification only subject to the written authorization of the subject consumer.
- 5.23.2 TransUnion hereby provides Subscriber a limited, nonexclusive, non-transferable, non-sub licensable, revocable license to use the TruValidate Services (together with all content therein, and all applications, programs, license keys, patches, updates, or upgrades provided by TransUnion, and any improvements, modifications, enhancements, fixes and revised versions of any of the foregoing, and any derivative works of any of the foregoing, and any combination of the foregoing, collectively defined herein as the “Software”, during the term of the applicable Service Agreements, solely for the purposes described herein and in the Documentation. As between the parties, TransUnion retains all right, title, and interest in and to the Software and Service and all copies and derivative works thereof, which rights include, but are not limited to, patent, copyright, trademark, trade secret, and all other intellectual property rights. TransUnion reserves all rights not expressly granted herein and, except as expressly granted in the Service Agreements or this Addendum, no right or license is granted to Subscriber hereunder, express or implied or by way of estoppel, to any technology or intellectual property rights.
- 5.23.3 Subscriber shall not, directly or indirectly, authorize any person or entity to: (i) sell, rent, lease, distribute, redistribute or transfer the TruValidate Services or any software development kit, as applicable, or any rights in any of the Software, or use the TruValidate Services in a hosted or managed services environment; (ii) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create or derive the source code of the TruValidate Services, or its structural framework; (iii) modify or create derivative works of the Software; (iv) use the TruValidate Services in whole or in part for any purpose except as expressly provided under this Agreement or in the Documentation; (v) remove any proprietary notice, labels, or marks on or in Software; or (vi) disable or circumvent any access control or related device, process or procedure established with respect to the Software. Subscriber may not use the TruValidate Services for illegal or unlawful or malicious activities.
- 5.23.4 Subscriber agrees that any performance agreements, uptime commitments, performance metrics, and service level commitments contained in the Agreement, any Service Agreement, or statement of work, shall not apply to TruValidate Services.

Entire Agreement. THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL EXHIBITS AND ATTACHMENTS HERETO, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN TURSS AND SUBSCRIBER AND SUPERSEDES ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, SOLELY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE ALTERED, AMENDED, OR MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

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).

## Using Consumer Reports: What Employers Need to Know

When you use consumer reports to make employment decisions like hiring, promotion, reassignment, and retention, the Fair Credit Reporting Act requires you to take important compliance steps. Find out more about keeping your company within the law.

Your company has job vacancies to fill. You're also thinking about promoting some employees from within the company. You've winnowed down the stack of applications and resumes and want to run background checks through a third party company who is in the business of compiling background information.

Employment background checks also are known as consumer reports. They can include information from a variety of sources, including credit reports and criminal records.

When you use consumer reports to make employment decisions, including hiring, retention, promotion or reassignment, you must comply with the Fair Credit Reporting Act (FCRA). The Federal Trade Commission (FTC) enforces the FCRA.

### Complying with the FCRA

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You must take certain steps before you can get a consumer report, and before and after you take an adverse action based on that report.

#### Before You Get a Consumer Report

You must:

- Tell the applicant or employee that you might use information in their consumer report for decisions related to their employment. This notice must be in writing and in a stand-alone format. The notice cannot be in an employment application. You can include some minor additional information in the notice, like a brief description of the nature of consumer reports, but only if it does not confuse or detract from the notice.
- Get written permission from the applicant or employee. This can be part of the document you use to notify the person that you will get a consumer report. If you want the authorization to allow you to get consumer reports throughout the person's employment, make sure you say so clearly and conspicuously.
- Certify compliance to the company from which you are getting the applicant or employee's information. You must certify that you:
  - notified the applicant or employee and got their permission to get a consumer report;
  - complied with all of the FCRA requirements; and
  - will not discriminate against the applicant or employee or otherwise misuse the information, as provided by any applicable federal or state equal opportunity laws or regulations.

It's a good idea to review applicable laws of your state related to consumer reports. Some states restrict the use of consumer reports – usually credit reports – for employment purposes.

#### Before You Take an Adverse Action

Before you reject a job application, reassign or terminate an employee, deny a promotion, or take any other adverse employment action based on information in a consumer report, you must give the applicant or employee:

- a notice that includes a copy of the consumer report you relied on to make your decision; and

- a copy of A Summary of Your Rights Under the Fair Credit Reporting Act, which the company that gave you the report should have given to you.

Giving the person the notice in advance gives the person the opportunity to review the report and tell you if it is correct.

#### After You Take an Adverse Action

If you take an adverse action based on information in a consumer report, you must give the applicant or employee a notice of that fact – orally, in writing, or electronically.

An adverse action notice tells people about their rights to see information being reported about them and to correct inaccurate information. The notice must include:

- the name, address, and phone number of the consumer reporting company that supplied the report;
- a statement that the company that supplied the report did not make the decision to take the unfavorable action and can't give specific reasons for it; and
- a notice of the person's right to dispute the accuracy or completeness of any information the consumer reporting company furnished, and to get an additional free report from the company if the person asks for it within 60 days.

#### Investigative Reports

Employers who use "investigative reports" – reports based on personal interviews concerning a person's character, general reputation, personal characteristics, and lifestyle – have additional obligations under the FCRA. These obligations include giving written notice that you may request or have requested an investigative consumer report, and giving a statement that the person has a right to request additional disclosures and a summary of the scope and substance of the report. (See 15 U.S.C. section 1681d(a), (b)).

#### Disposing of Consumer Reports

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When you're done using a consumer report, you must securely dispose of the report and any information you gathered from it. That can include burning, pulverizing, or shredding paper documents and disposing of electronic information so that it can't be read or reconstructed.

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

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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 Website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's Web site. 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

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

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

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

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

#### B. Users Must Provide Certifications

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

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

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

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

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

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

A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

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

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

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

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

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

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

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

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

## F. Users Have Obligations When Disposing of Records

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

## II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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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 to be jointly prescribed by the Consumer Financial Protection Bureau and the Federal Reserve Board.

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

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

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

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

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

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

### B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

#### IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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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

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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

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

#### VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

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The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such



criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

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

In addition, once the Consumer Financial Protection Bureau by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The CFPB's regulations will be at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

## VIII. OBLIGATIONS OF RESELLERS

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### A. Disclosure and Certification Requirements

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

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

### B. Reinvestigations by Resellers

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

### C. Fraud Alerts and Resellers

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

## IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

The CFPB's Web site, [www.consumerfinance.gov/learnmore](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. 1681cA
Section 605B	15 U.S.C. 1681cB
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