



**APPLICATION AND SERVICE AGREEMENT FOR SELF-STORAGE FACILITIES**

This application package includes: 1) an Application and Service Agreement (“Agreement”); 2) a Notice to Users of Consumer Reports; and 3) a Summary of Consumer Rights. To submit an application:

1. Print, fill out, initial pages 1-4, and execute the Agreement. You may also complete the form online.
2. Obtain copies of the following documentation:
  - Business Licenses
  - Professional Licenses
  - Corporate Charter or similar Certificates of Organization for Partnership/LLC (Certified Copy).
3. Fax the Agreement and supporting documentation to Seisint Decision Services, Inc. d/b/a Securint (“Securint”) at (561) 981-0799.

The information submitted on this Agreement will be used to determine eligibility for accessing the information, products and services provided by Securint. Securint reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against Securint or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, the applicant hereby authorizes Securint to independently verify the information provided herein.

**PART 1:** (This section must be filled out entirely.)

**SECTION A: COMPANY INFORMATION**

Company Name \_\_\_\_\_ SSA Member Number \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone (\_\_\_\_\_) \_\_\_\_\_

Company Web Address \_\_\_\_\_ Number of Facilities \_\_\_\_\_

**SECTION B: COMPANY PRINCIPAL(S)**

Principal(s) of Company:

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Title \_\_\_\_\_ SSN \_\_\_\_\_

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Title \_\_\_\_\_ SSN \_\_\_\_\_

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Title \_\_\_\_\_ SSN \_\_\_\_\_

**SECTION C: ACCOUNT CONTACT INFORMATION**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Extension \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_

**PART 2:** (If you choose to be billed on a credit card, fill out this portion and then proceed to Part 4.)

We accept MasterCard, Visa, and American Express. For security and authentication purposes, we require the account holder to provide the address to which the credit card company mails the monthly statement.

Cardholder Name \_\_\_\_\_

Card Number \_\_\_\_\_ Expiration (MM/YY) \_\_\_\_\_

Credit Card Statement Address \_\_\_\_\_

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

Card Type:  MasterCard  Visa  American Express

By choosing to have my credit card billed directly by Securint, I hereby authorize Securint to bill my credit card for the charges incurred for use of the Service. Additionally, I hereby agree that if the credit card company refuses to pay Securint for such charges incurred for use of the Service, I shall be personally responsible for the payment of such charges.

**PART 3:** (If you choose to be billed directly, fill out this portion.)

By submitting this direct billing application, I certify that I am authorized to apply for credit on behalf of the company named in this Application. I further certify that the information I provide relating to this credit application is true and complete. I hereby grant permission to Securint to verify the credit data relating to the credit information provided herein.

**BILLING CONTACT**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Title \_\_\_\_\_  
Telephone (\_\_\_\_\_) \_\_\_\_\_ Extension \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_  
Email Address \_\_\_\_\_  
Billing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Dun & Bradstreet Number \_\_\_\_\_

**BANKING INFORMATION**

Financial Institution \_\_\_\_\_ Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Contact Telephone Number (\_\_\_\_\_) \_\_\_\_\_ Extension \_\_\_\_\_  
Type of Account:  Checking  Savings Account Number \_\_\_\_\_

**BUSINESS CREDIT REFERENCES**

Name of Creditor \_\_\_\_\_  
Contact Telephone Number (\_\_\_\_\_) \_\_\_\_\_ Account Number \_\_\_\_\_  
Name of Creditor \_\_\_\_\_  
Contact Telephone Number (\_\_\_\_\_) \_\_\_\_\_ Account Number \_\_\_\_\_  
Name of Creditor \_\_\_\_\_  
Contact Telephone Number (\_\_\_\_\_) \_\_\_\_\_ Account Number \_\_\_\_\_

**PART 4:** (This section must be filled out entirely.)

**TYPE OF BUSINESS**

Sole Proprietor  Corporation  Partnership/LLC State of \_\_\_\_\_  
Federal Tax ID \_\_\_\_\_ Professional License Number \_\_\_\_\_  
Date Issued/Expiration Date \_\_\_\_\_ Town/City Issued \_\_\_\_\_  
County Issued \_\_\_\_\_ State \_\_\_\_\_

**PART 5: TERMS AND CONDITIONS OF USE**

**1. SCOPE OF SERVICES.** Subject to the terms and conditions set forth below, Customer will use SSA Countermeasures to access two (2) distinct product offerings in a single unified application: (i) applicant verification services (the "Accurint® Services"); and (ii) consumer reporting services (the "Securint Services").

**2. RESTRICTED LICENSES:** To gain access to the Accurint Services and the Securint Services, Accurint and Securint hereby grant to the Customer the following restricted licenses to be used by Customer solely from internet protocol addresses located within the United States and its territories.

**(i) ACCURINT LICENSE:** Customer is hereby granted a restricted license to use the Accurint Services to verify an individual's identity prior to ordering a consumer report using the Securint Services. Customer shall not use the information provided hereunder for any purpose that would violate the privacy obligation policy and any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.), the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), the Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.), or any similar state or local statute, rule, or regulation. Customer shall abide by such legislation and rules and regulations as may be enacted or adopted after the date hereof. Customer shall not resell or broker the Accurint Services or its associated applications. Customer agrees that if it is determined or if it is reasonably suspected that the Customer is reselling or brokering information provided hereunder, or otherwise violating any of the laws or regulations described in these terms and conditions, that Customer's license to use the Accurint Services may be immediately terminated.

**(ii) SECURINT LICENSE:** Subject to the requirements of the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), Securint hereby grants to Customer a restricted license to generate and utilize consumer reports solely for (i) a credit transaction involving the extension of credit to, or the review or collection of an account of, the consumer; and (ii) employment purposes, including initial employment, promotion, reassignment or retention as an employee, or otherwise in connection with an employment decision involving the consumer. The Customer hereby expressly agrees that (a) Customer will not attempt to generate, use or otherwise disclose consumer reports obtained from Securint in any manner except in connection with the permissible purposes stated above; and (b) appropriate measures will be undertaken to protect against misuse of the information contained in any consumer report obtained from the Securint Services. Customer certifies that it will abide by all applicable provisions of the FCRA and such other applicable legislation and rules and regulations as may be enacted or adopted from time to time after the date hereof, including but not limited to, keeping all consumer reports and any constituent parts thereof, whether oral or written, strictly confidential, and except as required by law, to reveal no information from such consumer reports to any person except the consumer reported on or a person whose duty requires participation in the decision for the transaction for which the consumer report was ordered. Customer shall not resell or broker the Securint Services or its associated applications. Customer agrees that if Securint determines or reasonably suspects that Customer is reselling or brokering information provided hereunder, or otherwise violating any of the laws or regulations described in these terms and conditions, that Customer's license to use the Securint Services may be immediately terminated.

**3. ADDITIONAL RESTRICTIONS:** Customer agrees that its use of the Securint Services for the purposes described below is further limited as follows:

**(i) FOR CREDIT TRANSACTIONS:** When utilizing the Securint Services in connection with a credit transaction, Customer agrees (a) to obtain the written consent from the consumer to whom a consumer report relates prior to its procurement; and (b) that prior to taking any adverse action, based in whole or in part upon the consumer report, Customer will provide to the consumer a copy of the consumer report and a summary of the consumer's rights as prescribed by the Federal Trade Commission.

**(ii) FOR EMPLOYMENT PURPOSES:** When utilizing the Securint Services for employment purposes, Customer agrees that (a) prior to procuring a consumer report a clear and conspicuous disclosure, consisting solely of the disclosure, that a consumer report might be obtained for employment purposes will be made to the applicant; and (b) the applicant shall authorize in writing the right to procure the consumer report; and (c) prior to taking any adverse action, based in whole or in part upon the consumer report, Customer will provide to the applicant a copy of the consumer report and a summary of the consumer's rights as prescribed by the Federal Trade Commission; and (d) the consumer report will not be used in violation of any applicable Federal or State law or regulation including those specifically governing equal employment opportunity

**4. PERFORMANCE.** Accurint and Securint shall each use reasonable efforts to deliver the respective services requested by the Customer, and to compile information gathered from third party sources used in each service; provided, however, that the Customer accepts all information "AS IS." Customer acknowledges and agrees that the information obtained from the Accurint Services and Securint Services is secured from and processed by fallible sources (human and otherwise) and that neither Accurint nor Securint can be either an insurer or a guarantor of the accuracy of the information reported.

**5. INTELLECTUAL PROPERTY.** Customer agrees that Customer shall not reproduce, retransmit, republish, reverse-engineer, or otherwise transfer for any commercial purposes the Accurint Services or Securint Services, programs or computer applications. Customer acknowledges that Accurint and Securint (and/or applicable third-party data providers) shall retain all right, title, and interest in and to the data and information provided by the Accurint and Securint Services under applicable contractual, copyright, and related laws, and Customer shall use such materials consistent with the licenses to the Accurint and Securint Services granted above.

**6. CHARGES.** Customer agrees to pay to Securint \$7.50 for each query processed through SSA Countermeasures. Securint reserves the right to increase the price per query at any time with notice to Customer. Securint is not responsible for ensuring Customer's receipt of such notices, and it is the Customer's responsibility to check the SSA Countermeasures website and/or publications for such notices. All current and future Securint pricing documents are deemed incorporated herein by reference.

**7. PAYMENT OF FEES.** Customer shall be responsible for payment for all services obtained through Customer's access identification code, whether or not such code is used by Customer or a third party, whether with or without Customer's consent, provided access to Customer's access identification code is not the result of use by a person formerly or presently employed by Securint or who obtains the code by or through a break-in or unauthorized access of Securint's offices, premises, records or documents, or computer system. Customer agrees that at all times it shall keep all passwords for use of the services confidential and shall provide such passwords only to individuals that have a need to know. Customer shall pay Securint for all charges incurred for the use of the services on a monthly basis, and Customer agrees to be electronically invoiced for those charges. At Customer's request, paper invoices can be mailed via the United States Postal Service at a cost of Ten Dollars (\$10) per month, which will be included in Customer's monthly invoice as an additional itemized charge. All payments are due within 20 days of the date of an invoice for the services. Customer understands that it will be notified via electronic mail regarding all unpaid balances due. Customer shall pay interest at the rate of eighteen percent (18%) per annum from the date due on any charges not paid by the payment due date. All remittances shall be sent to Securint, Post Office Box 538380, Atlanta, Georgia, 30353-8380. Securint reserves the right to terminate this Application and Agreement (the "Agreement") and the right of Customer to use any information provided hereunder with prior notice to Customer upon any non-payment of fees by the date due.

**8. TERM OF AGREEMENT.** This Agreement is for services rendered and shall be in full force and effect during such periods of time during which Securint is providing services for Customer. Customer agrees that if it is found to be in violation of any specifications of this Agreement, Securint has the right to terminate Customer's access to the services. Provisions hereof related to release of claims, indemnification, use of information and data, payment for the services, and disclaimer of warranties shall survive any termination of this Agreement.

**9. GOVERNING LAW.** The Terms and Conditions of Customer's use of the services shall be governed by and construed in accordance with the laws of the State of Florida, without effect to conflict of law principles. Additionally, any action brought pursuant to Customer's use of the services or pursuant to the terms and conditions of this Agreement shall be brought within the jurisdiction of the courts of Palm Beach County, Florida.

**10. ASSIGNMENT.** Neither this Agreement, nor any portion hereof, may be assigned by Customer, in whole or in part, without the prior written consent of Securint.

**11. WARRANTIES/LIMITATION OF LIABILITY.** Neither Securint nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, Securint and its data providers are hereby collectively referred to as "Securint") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided the services-related data) for any loss or injury arising out of or caused in whole or in part by Securint's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the services. If, notwithstanding the foregoing, liability can be imposed on Securint, then Customer agrees that Securint's aggregate liability for any and all losses or injuries arising out of any act or omission of Securint in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00; provided, however, that such limitation of liability shall not apply to Securint's indemnification obligation detailed in Paragraph 11 hereof; and Customer covenants and promises that it will not sue Securint for an amount greater than such sum even if Securint and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against Securint. Securint does not make and hereby specifically disclaims any warranty, express or implied, with respect to the services provided hereunder; provided, however, that Securint does hereby warrant that Securint has and will continue to comply with the FCRA regarding the making of Consumer Reports, the investigation of information contained therein, and the disclosure of such information. Securint does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the services or the components thereof or information provided hereunder. In no event shall Securint be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof.

**12. INDEMNIFICATION.** Customer hereby agrees to protect, indemnify, defend, and hold harmless Securint from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to use or publication by Customer, or the employees or agents of Customer, of any information in violation of the terms of this Agreement or any applicable laws or regulations. Securint hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to a breach by Securint of its obligations under Paragraph 10.

**13. AUDIT.** Customer understands and agrees that in order to ensure compliance with the Fair Credit Reporting Act, Gramm-Leach-Bliley Act, Drivers Privacy Protection Act, and other applicable regulations, Securint shall conduct periodic reviews of Customer activity and may, on a random basis, contact Customer to provide documentation of executed searches. Securint shall also investigate all legitimate reports of abuse or misuse of the services by Customer or others. Customer agrees to cooperate fully with any and all investigations. Violations discovered in any review by Securint will be subject to immediate action including, but not limited to, termination of the license to use the services, legal action, and/or referral to federal or state regulatory agencies.

**14. ATTORNEYS FEES.** The prevailing party in any action, claim or lawsuit brought pursuant to this Agreement is entitled to payment of all attorney fees and costs expended by such prevailing party in association with such action, claim or lawsuit.

**15. CUSTOMER CHANGE.** Customer shall notify Securint immediately of any changes to the information on Customer's Application for the Services. Securint reserves the right to terminate Customer's access to the services or terminate license to use the services without further notice upon receipt of any change in Customer's status which in Securint's sole discretion would cause Customer to be unable to comply with its obligations under this Agreement.

**16. RELATIONSHIP OF PARTIES.** Customer shall at no time represent that it is the authorized agent or representative of Securint.

**17. CHANGE IN AGREEMENT.** By receipt of the services, Customer agrees to, and shall comply with, changes to the use limitations on the services (Part 5, Paragraphs 2 and 3) and changes in pricing as Securint shall make from time to time by notice to Customer via e-mail, online click wrap amendments, facsimile, mail, or other written notification. All e-mail notifications shall be sent to the individual named in the Account Contact Information section (Part 1, Section C), unless stated otherwise in this Application. Any new, other, or different terms supplied by Customer, including those contained in purchase orders issued by Customer, are specifically and expressly rejected by Securint unless Securint agrees to them in a signed writing specifically including those new, other, or different terms.

**18. ENTIRE AGREEMENT.** This Agreement constitutes the final written expression of the agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written. In the event any one or more of the provisions of this Agreement or of any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

## AUTHORIZATION AND ACCEPTANCE OF TERMS

**I HEREBY CERTIFY** that I am authorized to execute this Agreement on behalf of the Customer and that the statements provided in this Agreement are true and correct. Further, I hereby certify that the Customer agrees to be bound to the terms and conditions set forth in this Agreement. This Agreement is subject to verification and approval by Securint prior to taking effect and becoming binding.

### CUSTOMER

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Dated \_\_\_\_\_ (mm/dd/yyyy)



## **CREDIT REPORT ADDENDUM**

TO SECURINT APPLICATION AND SERVICE AGREEMENT

We have partnered with Credit Data Services, Inc. to provide our customers with access to Experian® credit reports. In order to access Experian credit reports, you must first fully complete this Credit Report Addendum to the Securint Application and Service Agreement and return a fully executed copy by facsimile to Securint at **561.981.0799**.

Before granting you access to Experian credit reports, we may ask you to submit to a physical inspection of your business premises. Experian requires these physical inspections to ensure that you have a legitimate purpose for accessing the confidential information contained in the credit reports. There is a non-refundable \$100.00 fee for the inspection, and you will be billed for it in our next Securint invoice.

If you are already receiving credit reports from another source and have a copy of the results of a previous inspection please fax us a copy of those results along with this completed form. We will review the previous results and determine in our discretion if another inspection is required.

Company Name \_\_\_\_\_ (the "Customer")

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

How will you be using credit reports?  Employment Purposes  Tenant Screening Purposes

Are you currently obtaining credit reports from another source?  No  Yes If so, name the source \_\_\_\_\_

### **TERMS AND CONDITIONS**

Customer hereby requests access to Experian credit reports (the "Credit Reports") through Securint. Customer acknowledges and agrees that the decision to grant Customer access to the Credit Reports may be conditioned upon (i) the successful completion of a physical inspection of Customer's business premises; and (ii) receipt by Securint of all documentation necessary to support Customer's request for access to the Credit Reports. Securint utilizes a contracted agent network to perform the physical inspections. Customer understands and agrees that it is responsible for the payment of the \$100.00 fee associated with the physical inspection of its business premises, regardless of whether such inspection is successful.

Upon successful completion of the physical inspection and receipt by Securint of all documentation necessary to support Customer's request for access to the Credit Reports, Customer will be granted access to the Credit Reports. Prior to ordering a Credit Report concerning an applicant, Customer will ensure that the applicant has consented in writing to the procurement of a Credit Report.

### **AUTHORIZATION AND ACCEPTANCE**

I HEREBY CERTIFY that I am authorized to execute this Credit Report Addendum to the Securint Service Application and Agreement on behalf of the Customer listed above.

#### **CUSTOMER**

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Phone \_\_\_\_\_

Dated \_\_\_\_\_ (mm/dd/yyyy)



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

The Fair Credit Reporting Act (FCRA) requires that this notice be sent to inform users of consumer reports of their legal obligations. The following is a summary of the responsibilities imposed by the FCRA. The FCRA, 15 U.S.C. 1681 et seq., is set forth in full at the Federal Trade Commission's Internet web site (<http://www.ftc.gov>).

### 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 of the FCRA contains a list of the permissible purposes under the law. These are:

As permitted by order of a court or a federal grand jury subpoena. *Section 604(a)(1)*

For any purpose if the consumer gives permission 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 of, or an assessment of, the credit or repayment 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 unsolicited offers of credit or insurance. The particular obligations of users of this "prescreened" information are described in Section V below.

#### B. Users Must Provide Certifications

Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person certifies 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 of the FCRA. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact -- such as unfavorably changing credit or contract terms or conditions, denying or canceling credit or insurance, and denying employment or promotion.

##### 1. Adverse Actions Based on Consumer Reports

If a user takes any type of adverse action that is based at least in part on information contained in a consumer report, the user is required by Section 615 of the FCRA 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 (including any toll-free telephone number) of the CRA that provided the report.

A statement that the CRA did not make the adverse decision and cannot explain why the decision was made.

A statement setting forth the consumer's right to obtain a free copy of the consumer report from the CRA if the consumer requests the report 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 takes an adverse action in connection with a credit transaction for personal, family, or household purposes that is 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) of the FCRA requires that the user clearly and accurately disclose to the consumer his or her right to obtain disclosure of the nature of the information that was relied upon by making 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 credit, insurance, or employment 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 notification 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. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information obtained in a consumer report from an affiliate are not covered by Section 615(b)(2).)

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

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 prior written authorization from the consumer.

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 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, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b)(1)(B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.)

## **III. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS**

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. 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 of the FCRA 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 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 must include the summary of consumer rights required by Section 609 of the FCRA. (The user should be able to obtain a copy of the notice of consumer rights from the CRA that provided the consumer report.)

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 that was requested. 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.

#### **IV. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION**

Section 604(g) of the FCRA prohibits consumer reporting agencies from providing consumer reports that contain medical information for employment purposes, or in connection with credit or insurance transactions, without the specific prior consent of the consumer who is the subject of the report. In the case of medical information being sought for employment purposes, the consumer must explicitly consent to the release of the medical information in addition to authorizing the obtaining of a consumer report generally.

#### **V. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d) This practice is known as "prescreening" and typically involves obtaining 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 the consumer's 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 is not able to 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. This statement must include the address and toll-free telephone number of the appropriate notification system.

#### **VI. OBLIGATIONS OF RESELLERS**

Section 607(e) of the FCRA 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.

#### **VII. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state or federal 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

By direction of the Commission.

**Donald S. Clark,**  
Secretary.

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1. The CRA must also provide the consumer summary to any party to whom it provides a consumer report for employment purposes (CCRA Section 2403(b), FCRA Section 604(o)(1)(B)), and the employer must in turn provide the report and the summary to the consumer before taking adverse action against him or her (FCRA Section 604(o)(3)).



## A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as where you work and live, if you pay your bills on time, and whether you've been sued, arrested, or filed for bankruptcy -- to creditors, employers, and other businesses. The FCRA gives you specific rights in dealing with CRAs, and requires them to provide you with a summary of these rights as listed below. You can find the complete text of the FCRA, 15 U.S.C. 1681 et seq., at the Federal Trade Commission's web site (<http://www.ftc.gov>).

- You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must give you the name, address, and phone number of the CRA that provided the report.
- You can find out what is in your file. A CRA must give you all the information in your file, and a list of everyone who has requested it recently. However, you are not entitled to a "risk score" or a "credit score" that is based on information in your file. There is no charge for the report if your application was denied because of information supplied by the CRA, and if you request the report within 60 days of receiving the denial notice. You are also entitled to one free report a year if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you a fee of up to eight dollars.
- You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the items (usually within 30 days) unless your dispute is frivolous. The CRA must pass along to its source all relevant information you provided. The CRA also must supply you with written results of the investigation and a copy of your report, if it has changed. If an item is altered or deleted because you dispute it, the CRA cannot place it back in your file unless the source of the information verifies its accuracy and completeness, and the CRA provides you a written notice that includes the name, address and phone number of the source.
- Inaccurate information must be deleted. A CRA must remove inaccurate information from its files, usually within 30 days after you dispute its accuracy. The largest credit bureaus must notify other national CRAs if items are altered or deleted. However, the CRA is not required to remove data from your file that is accurate unless it is outdated or cannot be verified.
- You can dispute inaccurate items with the source of the information. If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, they may not continue to report it if it is in fact an error.
- Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- Access to your file is limited. A CRA may provide information about you only to those who have a need recognized by the FCRA -- usually to consider an application you have submitted to a creditor, insurer, employer, landlord, or other business.
- Your consent is required for reports that are provided to employers or that contain medical information. A CRA may not report to your employer, or prospective employer, about you without your written consent. A CRA may not divulge medical information about you without your permission.
- You can stop a CRA from including you on lists for unsolicited credit and insurance offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free number for you to call and tell the CRA if you want your name and address excluded from future lists or offers. If you notify the CRA through the toll-free number, it must keep you off the lists for two years. If you request and complete the CRA form provided for this purpose, you can have your name and address removed indefinitely.
- You may seek damages from violators. You may sue a CRA or other party in state or federal court for violations of the FCRA. If you win, the defendant may have to pay damages and reimburse you for attorney fees. If you lose and the court specifically finds you sued in bad faith, you or your attorney may have to pay the defendant's fees.

You may have additional rights under state law. You may wish to contact a state or local consumer protection agency or a state attorney general to learn those rights.

If you have questions or believe your file contains errors, call our toll-free number.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING: CRAs, creditors and others not listed below	PLEASE CONTACT: Federal Trade Commission Bureau of Consumer Protection - FCRA Washington, DC 20580 * 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 * 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 * 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 * 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 * 703-518-6360
Banks that are state-chartered, or are not Federal Reserve System members	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 * 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 * 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 * 202-720-7051