



**EQUIFAX INFORMATION SERVICES LLC
BROKER SUBSCRIBER AGREEMENT**

This Agreement is dated and is effective _____, 2_____
("Effective Date"). The undersigned ("Subscriber"), desiring to
receive various information services as available from
Equifax (the "Equifax Information Services") through
_____ a broker of
consumer credit report and other information ("Broker"),
agrees that all Equifax Information Services will be received
through Broker subject to the following conditions:

I. GENERAL AGREEMENT

1. Scope of Agreement. This Agreement consists of
the general terms set forth in the body of this Agreement,
Exhibit A1 ("State Compliance Matters), **Exhibit A2**
(Vermont Fair Credit Reporting Contract Certification),
Exhibit B ("Equifax Information Services") and **Exhibit C**
("Notice to Users of Consumer Reports: Obligations of Users
Under the FCRA"). If there is a conflict between the general
terms and conditions and any Exhibit, the provisions of the
Exhibit will govern and control. This Agreement applies to
every kind of information, software or service provided by
Equifax to Subscriber, even if a given type of service or
information is not specifically referred to in this Agreement or
is not currently provided by Equifax, unless the service is
furnished pursuant to a separate written agreement with
Equifax, executed and effective after the Effective Date, and
containing an "entire agreement" or "merger" clause. This
Agreement specifically supersedes and replaces any
agreement between the parties that predates this Agreement
and that relates to any of the Equifax Information Services
named in **Exhibit B**, even if the prior agreement contains an
"entire agreement" or "merger" clause, and any such
agreements are terminated.

2. Users. Equifax Information Services will be
requested only for Subscriber's exclusive use.

3. FCRA Certifications. Subscriber certifies that it will
order Equifax Information Services that are consumer
reports, as defined by the Federal Fair Credit Reporting Act,
15 U.S.C. 1681 et. seq., as amended (the "FCRA"), only
when Subscriber intends to use the consumer report: (a) in
accordance with the FCRA and all state law FCRA
counterparts, and (b) for one of the following FCRA
permissible purposes: (i) in connection with a credit
transaction involving the consumer on whom the consumer
report is to be furnished and involving the extension of credit
to, or review or collection of an account of, the consumer; (ii)
in connection with the underwriting of insurance involving the
consumer; (iii) as a potential investor or servicer, or current
insurer, in connection with a valuation of, or an assessment
of the credit or prepayment risks associated with, an existing
credit obligation; (iv) when Subscriber otherwise has a
legitimate business need for the information either in
connection with a business transaction that is initiated by the
consumer, or to review an account to determine whether the
consumer continues to meet the terms of the account; or (v)
for employment purposes. Subscriber will use each
consumer report ordered from Equifax for one of the
foregoing purposes and for no other purpose. SUBSCRIBER

IS NOT AUTHORIZED TO REQUEST OR RECEIVE
CONSUMER REPORTS FOR EMPLOYMENT PURPOSES.

California Law Certification:

Subscriber will refer to **Exhibit A1** of the Agreement in
making the following certification, and Subscriber agrees to
comply with all applicable provisions of the California Credit
Reporting Agencies Act, as referenced in **Exhibit A1**:

(PLEASE CHECK THE APPROPRIATE LINE BELOW)

Subscriber certifies that it ____ IS or ____ IS
NOT a "retail seller", as defined in Section 1802.3
of the California Civil Code and referenced in
Exhibit A1 of the Agreement, and ____ DOES or
____ DOES NOT issue credit to consumers who
appear in person on the basis of an application for
credit submitted in person.

Vermont Certification:

Subscriber certifies that it will comply with applicable
provisions under Vermont law. In particular, Subscriber
certifies that it will order information services relating to
Vermont residents that are credit reports as defined by the
Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e
(1999), as amended ("the VFCRA"), only after Subscriber has
received prior consumer consent in accordance with VFCRA
Section 2480e and applicable Vermont Rules. Subscriber
further certifies that the attached copy of VFCRA Section
2480e applicable Vermont Rules were received from Equifax,
as referenced on **Exhibit A2**.

4. Access. Subscriber will be responsible for providing
and installing all hardware and software at its facilities
necessary to access the Information Services. Equifax will
provide reasonable consultation to Subscriber to assist in
defining those hardware and software needs.

5. License of Information. Equifax grants a non-
exclusive license to Subscriber to use the information
provided through the Equifax Information Services only as
described in this Agreement. Subscriber may reproduce or
store the information obtained from Equifax solely for its own
use in accordance with this Agreement, and will hold all
information licensed under this Agreement in strict
confidence and will not reproduce, reveal or make it
accessible in whole or in part, in any manner whatsoever, to
any others unless required by law, or unless Subscriber first
obtains Equifax's written consent; provided, however, that
Subscriber, as applicable, may discuss information in a
consumer report with the subject of that consumer report
when Subscriber has taken adverse action against the
subject based on the consumer report. Subscriber shall not
provide a copy of the consumer report to the consumer,
except as may be required by law or approved in writing by
Equifax, except in any state where this contractual prohibition
would be invalid. Subscriber will refer the consumer to
Equifax whenever the consumer disputes information in a
consumer report disclosed by Subscriber. Subscriber will not
interpret the failure of Equifax to return information regarding

the consumer's eligibility for a credit service as a statement regarding that consumer's credit worthiness, because that failure may result from one or more factors unrelated to credit worthiness.

6. Compliance with Laws. Subscriber will comply with the provisions of the FCRA, the Federal Equal Credit Opportunity Act, as amended (the "ECOA"), all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to the consumer.

7. Audits. Equifax may, from time to time, conduct various audits of Subscriber's practices and procedures to determine Subscriber's compliance with this Agreement. Subscriber will reasonably cooperate in all those audits. Equifax may conduct on-site audits of Subscriber's facilities during normal business hours, and upon reasonable notice. In addition, Equifax may conduct audits by mail that may require Subscriber to provide documentation regarding permissible purposes for particular consumer reports ordered by Subscriber.

8. Territory. Subscriber may access, use and store the Equifax Information Services (for purposes of this Section 8 and Section 9 below, "Equifax Information Services") shall include without limitation all information and data provided or obtained through use of the Equifax Information Services) only at or from locations within the territorial boundaries of the United States, United States territories and Canada (the "Permitted Territory"). Subscriber may not access, use or store the Equifax Information Services at or from, or send the Information Services to, any location outside of the Permitted Territory without first obtaining Equifax's written permission.

9. Service Providers. Except with respect to Broker, Subscriber may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Equifax Information Services on its behalf without first obtaining Equifax's written permission and without the Service Provider first entering into a Service Provider Information Use and Nondisclosure Agreement with Equifax. The territorial provisions in Section 1.8 are fully applicable to Subscriber's Service Provider; accordingly, the Service Provider may not access, use or store the Equifax Information Services on behalf of Subscriber from or in, or send the Equifax Information Services to, any location outside of the Permitted Territory, unless Subscriber and the Service Provider have first obtained Equifax's written permission.

II. PRICING

Subscriber will be charged for the Equifax Information Services by Broker, which is responsible for paying Equifax for the Equifax Information Services; however, should the underlying relationship between Subscriber and Broker terminate at any time during the term of this Agreement, charges for the Equifax Information Services will be invoiced to Subscriber, and Subscriber will be solely responsible to pay Equifax directly.

III. TERM AND TERMINATION

1. Unless earlier terminated in accordance with this Section III, this Agreement will run coterminous with the service agreement between Broker and Equifax under which is Broker is authorized to resell the Equifax Information Services to Subscriber.

2. This Agreement will terminate (a) if for any or no reason Equifax provides Subscriber with a written notice of termination not less than ten (10) days prior to the effective date of termination; (b) in the event that Equifax or Subscriber ceases to conduct business in a normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Code of 1978, as amended, or any similar state insolvency or bankruptcy statutes, and either party gives the other written termination notice following that event; or (c) as otherwise provided in this Agreement.

Either party, by written notice to the other party, may immediately terminate this Agreement or suspend any Equifax Information Service(s) if based on a reasonable belief that the other party has violated the FCRA, the ECOA, any of the state law counterparts to the FCRA or ECOA, or any other applicable law or regulation.

3. Notwithstanding anything to the contrary in this Agreement, if the continued provision of all or any portion of the Equifax Information Services becomes impossible, impractical, or undesirable due to a change in applicable federal, state or local laws or regulations, as determined by Equifax in its reasonable judgment, Equifax may either (a) cease to provide the affected services within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which will apply to the affected services when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by Equifax in complying with the applicable laws or regulations and will become effective on the date specified in such notice unless Subscriber objects in writing, in which case Equifax may exercise its rights under clause (a) above. Equifax will attempt to provide written notice of its actions as far in advance of the effective date as is reasonably possible under the circumstances.

4. The obligations of Sections IV, V and all other indemnification, defense and hold harmless obligations will survive the termination of this Agreement.

IV. WARRANTY, INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Subscriber and Equifax recognize that every business decision represents an assumption of risk and that neither party, in furnishing Information or the Information Services to the other, underwrites or assumes the other's risk in any manner. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, OR ANY AMENDMENT, NEITHER PARTY

GUARANTEES OR WARRANTS THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION OR SERVICES PROVIDED TO THE OTHER. NEITHER PARTY, NOR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AFFILIATED COMPANIES OR AFFILIATED CREDIT BUREAUS ("AFFILIATED PERSONS AND ENTITIES") WILL BE LIABLE TO THE OTHER FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, THEIR ACTS OR OMISSIONS, EVEN IF NEGLIGENT, IN PROCURING, ANY INFORMATION OR IN PROVIDING THE EQUIFAX INFORMATION SERVICES OR ANY INFORMATION. Subscriber recognizes that accessing the consumer credit database with additional information or different identification information on a consumer, or at a different time from a prior request for information, may result in file content different from that on the date of the original access. SUBSCRIBER WILL INDEMNIFY AND HOLD HARMLESS EQUIFAX AND ITS AFFILIATED PERSONS AND ENTITIES FROM AND AGAINST ANY DIRECT AND ACTUAL LOSS, COST, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM SUBSCRIBER'S BREACH OF SECTIONS I.3, I.5, I.6, VI. OR **EXHIBIT B** OF THIS AGREEMENT.

2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING ANY AND ALL FUTURE AMENDMENTS, NEITHER PARTY, NOR ANY OF ITS AFFILIATED PERSONS AND ENTITIES, WILL BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS.

V. CONFIDENTIALITY

Subscriber agrees to hold in confidence all consumer report information received through the Equifax Information Services provided by Equifax, except as provided in Section I.5. Each party acknowledges that all other materials and information disclosed to the other party ("Recipient") in connection with the performance of this Agreement including the terms of this Agreement consist of confidential and proprietary data. Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the disclosing party of the request. Thereafter, the disclosing party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the disclosing party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the disclosing party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the disclosing party's information. Each party will indemnify, defend and hold harmless the other from and against any direct and actual loss, cost, liability and expense (including reasonable attorneys' fees) resulting from the indemnifying party's breach of this Section V. The rights

and obligations of this Section V (i) with respect to confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), which includes without limitation all consumer report information received through the Equifax Information Services, will survive the termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) with respect to all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law.

VI. DATA SECURITY

1. This Section VI applies to any means through which Subscriber orders or accesses the Information Services including, without limitation, system-to-system, personal computer or the Internet; provided, however, if Subscriber orders or accesses the EQUIFAX Information Services via the Internet, Subscriber shall fully comply with EQUIFAX's connectivity security requirements specified in Section VI.3, below. For the purposes of this Section VI, the term "Authorized User" means a Subscriber employee that Subscriber has authorized to order or access the EQUIFAX Information Services and who is trained on Subscriber's obligations under this Agreement with respect to the ordering and use of the EQUIFAX Information Services, and the information provided through same, including Subscriber's FCRA and other obligations with respect to the access and use of consumer reports.

2. Subscriber will, with respect to handling EQUIFAX Information Services or any information received in relation thereto (collectively, the "Equifax Information"): (a) ensure that only Authorized Users can order or have access to the Information Services, (b) ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party except as permitted by this Agreement, (c) ensure that all devices used by Subscriber to order or access the Information Services are placed in a secure location and accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures, (d) take all necessary measures to prevent unauthorized ordering of or access to the Information Services by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the Subscriber security codes, member numbers, User IDs, and any passwords Subscriber may use, to those individuals with a need to know, changing Subscriber's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Information Services, or if Subscriber suspects an unauthorized person has learned the password, and using all security features in the software and hardware Subscriber uses to order or access the Information Services, (e) in no event access the Information Services via any wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals, (f) not use personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, DVDs, software, and

code) to store the Information Services. In addition, EQUIFAX Information Services must be encrypted when not in use and all printed EQUIFAX Information Services must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose, (g) if Subscriber sends, transfers or ships any EQUIFAX Information Services, encrypt the EQUIFAX Information Services using the following minimum standards, which standards may be modified from time to time by EQUIFAX: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms, (h) monitor compliance with the obligations of this Section VI, and immediately notify EQUIFAX if Subscriber suspects or knows of any unauthorized access or attempt to access the Information Services, including, without limitation, a review of each EQUIFAX invoice for the purpose of detecting any unauthorized activity, (i) not ship hardware or software between Subscriber's locations or to third parties without deleting all EQUIFAX Subscriber number(s), security codes, User IDs, passwords, Subscriber user passwords, and any consumer information, (j) If, subject to Section I.9, Subscriber uses a Service Provider to establish access to the Information Services, be responsible for the Service Provider's use of Subscriber's member numbers, security access codes, or passwords, and Subscriber will ensure the Service Provider safeguards Subscriber's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Subscriber under this Section VI, (k) inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment, and (l) use commercially reasonable efforts to assure data security when disposing of any consumer report information or record obtained from EQUIFAX. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Subscriber's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records.

3. Subscriber will, with respect to Subscriber's network security: (a) use commercially reasonable efforts to protect EQUIFAX Information when stored on servers, subject to the following requirements: (i) EQUIFAX Information must be protected by multiple layers of network security, including but not limited to, firewalls, routers, intrusion detection device; (ii) secure access (both physical and network) to systems storing EQUIFAX Information, must include authentication and passwords that are changed at least every 90 days; and (iii) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available, (b) use commercially reasonable efforts to protect Subscriber's connection with dedicated, industry-recognized firewalls that are configured and managed to adhere to industry accepted best practices, (c) may only hold EQUIFAX Information on an application server which can only be accessed by a presentation server, through one of the following: (i) Dual or multiple firewall method (preferred) – this method consists of a firewall between the Internet and the presentation server(s) and another firewall between the presentation server(s) and

the application server holding EQUIFAX Information. The network firewall should ensure that only the presentation server(s) is/are allowed to access the application server holding EQUIFAX Information, (ii) Single firewall method (acceptable) – when a dual firewall method is not feasible, a single firewall will provide acceptable levels of protection. The firewall should be installed between the Internet and the presentation server(s). Multiple interfaces to separate the presentation server(s) and the application server holding EQUIFAX Information are required. The firewall should be configured to allow only the presentation server(s) access to the application server holding EQUIFAX Information, or (iii) ensure that all administrative and network access to the firewalls and servers must be through an internal network or protected extranet using strong authentication encryption such as VPN and SSH, (d) use commercially reasonable efforts to route communications from Subscriber's internal services to external systems through firewalls configured for network address translation (NAT), and (e) use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by EQUIFAX.

4. If EQUIFAX reasonably believes that Subscriber has violated this Section VI, EQUIFAX may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Subscriber and at EQUIFAX's sole expense, conduct, or have a third party conduct on its behalf, an audit of Subscriber's network security systems, facilities, practices and procedures to the extent EQUIFAX reasonably deems necessary, including an on-site inspection, to evaluate Subscriber's compliance with the data security requirements of this Section VI.

VII. MISCELLANEOUS

1. Assignment. Equifax may assign this Agreement or any rights or obligations under this Agreement to an entity that is controlled by, controls or is under common control with Equifax. Otherwise, neither this Agreement, nor any rights or obligations under it may be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld. Any merger, consolidation, or other reorganization of Subscriber, the sale of all or substantially all of the assets of Subscriber, or the sale or other transfer of a 50% or more interest in the outstanding voting or other equity interest of Subscriber by any person, or group of persons acting in concert, shall constitute an assignment for the purposes of this section. Any attempt that is contrary to the terms of this section to assign this Agreement or to delegate or otherwise transfer in any manner any rights or obligations arising under it will be void.

2. Consent to Breach Not Waived. Neither party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

3. Notices. Notices must be in writing, must be delivered according to clause (a) or (b) below, and must be

delivered to Equifax, Attn: General Counsel, 1550 Peachtree Street, NW, Atlanta, GA 30309 and to Subscriber at the address set forth on the signature page of this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this Agreement will be deemed given on the date of delivery (a) by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested.

4. Force Majeure. Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, terrorism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

5. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and may not be amended except by a written agreement that acknowledges modification of this Agreement, and that is signed by an authorized representative of Subscriber and of Equifax, or as otherwise expressly provided in this Agreement. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation.

6. Severability. If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed

____ Subscriber has read the attached Exhibit C "Notice to Users of Consumer Reports, Obligations of Users" which explains Subscriber's obligations under the FCRA as a user of consumer report information. (To be initialed by the person signing on behalf of Subscriber.)

IMPORTANT: You must respond to the California Certification box on page one, or access to Equifax Information Services may be delayed or withheld.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date written below.

SUBSCRIBER: _____
ADDRESS: _____

Signed by: _____
Printed Name _____
Title: _____
Date: _____

only to the extent necessary to make it, and the remainder of the Agreement, legal and enforceable.

7. Applicable Law. This Agreement will be governed solely by the internal laws of the State of Georgia, without regard to principles of conflicts of law.

8. Independent Contractor. Nothing in this Agreement creates a joint venture, partnership, principal-agent or mutual agency relationship between the parties. No party has any right or power under this Agreement to create any obligation, expressed or implied, on behalf of the other party.

9. Subcontractors. Equifax may subcontract any of the work, services, or other performance required of Equifax under this contract without the consent of Subscriber. Equifax will be responsible for all work performed by its subcontractors and agents as if it were performing the work itself.

10. Headings. The titles or captions used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof.

11. Authority. Equifax's delivery of the services Subscriber orders under this Agreement indicates Equifax's acceptance of the Agreement. The person signing below represents and warrants that he or she has the necessary authority to bind the principal (s) set forth below.

EXHIBIT A1
State Compliance Matters

California Retail Seller

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Subscriber under the following circumstances: (a) if Subscriber is a "retail seller" (defined in part by California law as "a person engaged in the business of selling goods or services to retail buyers") and is selling to a "retail buyer" (defined as "a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale") and a consumer about whom Subscriber is inquiring is applying, (b) in person, and (c) for credit. Under the foregoing circumstances, Equifax, before delivering a consumer report to Subscriber, must match at least three (3) items of a consumer's identification within the file maintained by Equifax with the information provided to Equifax by Subscriber in connection with the in-person credit transaction. Compliance with this law further includes Subscriber's inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer's presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Subscriber designated in Section I.3 of the Agreement that it is a "retail seller," Subscriber certifies that it will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. If Subscriber is not currently, but subsequently becomes a "retail seller," Subscriber agrees to provide written notice to Equifax prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Section, and with the specific certifications set forth herein.

Subscriber certifies that, as a "retail seller," it will either (a) acquire a new Subscriber number for use in processing consumer report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new Subscriber number will require that Subscriber supply at least three items of identifying information from the applicant; or (b) contact Subscriber's Equifax sales representative to ensure that Subscriber's existing number is properly coded for these transactions.

EXHIBIT A2

Vermont Fair Credit Reporting Contract Certification

The undersigned, _____ (“Subscriber”), acknowledges that it subscribes to receive various information services from Equifax Information Services LLC (“Equifax”) in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the “VFCRA”) and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the “FCRA”) and its other state law counterparts. In connection with Subscriber's continued use of Equifax information services in relation to Vermont consumers, Subscriber hereby certifies as follows:

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Subscriber has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reporting Statute was received from Equifax.

Subscriber: _____
(please print)

Signed By: _____

Printed Name: _____

Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Printed Name: _____

Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

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

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

EXHIBIT B

This Exhibit contains an Information Services selection list, overviews of the Information Services that may be provided under this Agreement, Additional Terms and Conditions that apply to those Information Services and other Special Terms and Conditions that may affect the provision of Information Services to Subscriber. Subscriber's authorized representative **must place his or her initials** in the appropriate blanks below to indicate which Information Services will be ordered by Subscriber. Subscriber agrees to abide by the Additional Terms and Conditions and Special Terms and Conditions that apply to those Information Services.

EQUIFAX INFORMATION SERVICES

NOTE: Please initial the Information Service(s) to be provided on the effective date of this Agreement. Additional services may be requested with written notice to Equifax.

_____ Trans-Border Information/North American Link

B.I. STANDARD INFORMATION SERVICES

- _____ ACROFILE and ACROFILE Plus™
- _____ ACRO SelectSM
- _____ Address Variance IndicatorSM
- _____ Auto-DTEC®
- _____ Consumer Telephone Service
- _____ FINDERS
- _____ Full DTEC™
- _____ Full ID REPORTSM
- _____ OFAC Alert™
- _____ On-Line DirectorySM
- _____ On-Line Geo-CodeSM
- _____ PERSONASM and PERSONA PLUSSM
- _____ SAFESCAN®

B.II. CREDIT SCORE INFORMATION SERVICES

- _____ Bankruptcy Navigator Index '99®
- _____ Bankruptcy Navigator Index 3.0®
- _____ Bankruptcy Navigator Service®
- _____ BEACON
- _____ Equifax CARcredit 99 ScoreSM
- _____ Equifax Net Worth EstimatorSM
- _____ Equifax Recovery IndexSM
- _____ Equifax Recovery Score – Late StageSM
- _____ Equifax Risk ScoreSM
- _____ Equifax Risk Score Non PrimeSM
- _____ VantageScoreSM

B.III. ANCILLARY SERVICES

EXHIBIT B.I. EQUIFAX STANDARD INFORMATION SERVICES

Following are descriptions of core services provided by Equifax and additional terms and conditions applicable to those specific Information Services.

(1) ACROFILE and ACROFILE Plus - are the core consumer reports from the Equifax consumer credit database, consisting of identification information, credit file inquiries, public record information and credit account trade lines of the subject of the report. Subscriber may access these credit reports on an individual basis or through Joint File AccessSM, which provides simultaneous access to the credit files of both husband and wife with a single inquiry.

(2) ACRO Select - provides a summary output of the ACROFILE or ACROFILE Plus consumer report when no adverse elements are present in the credit file, and a full consumer report when adverse elements are present.

(3) Address Variance Indicator - is an ancillary service to ACROFILE, ACROFILE Plus and FINDERS that provides an indicator to alert Subscribers of the variations between inquiry address(es) and the address(es) appearing on the credit file.

(4) Auto-DTEC - is a service that automatically uses the Social Security number from an original ACROFILE, ACROFILE Plus, ACRO Select or FINDERS inquiry to generate another search using a DTECSM transaction to return a name, address and Social Security number whenever the credit file inquiry returns a "No Record Found" message.

(5) Consumer Telephone Number Service - is an optional feature which allows published consumer telephone numbers to be displayed on the consumer report.

(6) FINDERS - is a locate service that searches the Equifax consumer credit database and provides a consumer report, consisting of consumer identification information, including employment information, a list of trades with activity within the past 24 months and the date of the last activity, the names and dates of inquiries within the past 12 months, the phone numbers of the trades and inquiries listed, a bankruptcy alert indicator and optional SAFESCAN[®] warnings. Subscriber will use Finders Reports only for the collection of a credit account with the consumer subject of the Finders Report, and will not use them for the extension of credit.

(7) Full DTEC - is a consumer report that consists of name, AKA, or former name, current and former addresses, listed telephone number (if available), age, employment, Social Security number and a message pertaining to the Social Security number. Subscriber certifies that it will order a Full DTEC Report only when it has a permissible purpose to receive a consumer report, as specified in the Agreement.

(8) Full ID REPORT - is a consumer report consisting of name, AKAs, current and former addresses, employment information, age or date of birth, and Social Security number (only if input by Subscriber).

(9) OFAC Alert - is an information service Equifax provides on behalf of Compliance Data Center, Inc., an Equifax affiliate. OFAC Alert is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes, or any other purpose authorized under the FCRA. Accordingly, Subscriber will not use an OFAC Alert indicator as part of its decision-making process for determining the consumer's eligibility for any credit or any other FCRA permissible purpose. Subscriber acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and Subscriber should contact the appropriate government agency for confirmation and instructions. The OFAC

Alert indicator may or may not pertain to the individual referenced in your inquiry. Refer to the OFAC Customer Guide for further information.

(10) On-Line Directory - is an ancillary service to ACROFILE[®], ACROFILE Plus[™], and PERSONA[®] that automatically provides creditors' and inquirers' names and current phone numbers on the consumer report.

(11) On-Line GEO-CODE - is an ancillary service to ACROFILE[®], ACROFILE Plus[™] and ACRO SelectSM that provides geographic address information for use by financial institutions in federal audits.

(12) PERSONA and PERSONA PLUS - are consumer reports, from the Equifax consumer credit database, consisting of limited identification information, credit file inquiries, public record information, credit account trade lines, and employment information.

(13) SAFESCAN - is an on-line warning system containing information that can be used to detect possible fraudulent applications for credit. Some of the information in the SAFESCAN database is provided by credit grantors. If Subscriber orders the SAFESCAN service, then Subscriber will furnish to Equifax for inclusion in Equifax's SAFESCAN System any data that Subscriber knows, or suspects, to have been used in connection with a fraudulent transaction or attempted fraudulent transaction with Subscriber. That data will include but not be limited to consumer names, aliases, Social Security numbers, addresses (current and former), employment (current and former) and telephone numbers (business and residential). Subscriber will not use an alert or warning message from the SAFESCAN System in its decision-making process for denying credit, but will use the message as an indication that the consumer's application information should be independently verified prior to a credit decision. Subscriber understands that the information supplied by SAFESCAN may or may not apply to the consumer who has applied to Subscriber for credit.

EXHIBIT B.II. CREDIT SCORE INFORMATION SERVICES

Equifax may provide various scoring services ("Credit Score Information Services") to Subscriber under this Agreement, in conjunction with various "Standard" Information Services or Account Review Services. Subscriber will abide by the additional terms and conditions relating to the Credit Score Information Services.

A. Description of Credit Score Information Services

1. Bankruptcy Navigator Index 99[®] - is a credit scoring service that rank-orders and segments accounts according to the likelihood of bankruptcy over a 24-month period, based on information in the Equifax consumer credit database and other economic forecast data. Client certifies that it will order this Service only when Client intends to use the information for either of the permissible purposes set forth in Section 1.3(b)(i), (ii), (iv) or (v). Client will not order the Service for employment purposes.

2. Bankruptcy Navigator Index 3.0 - is a credit scoring service that rank-orders and segments accounts according to the likelihood of bankruptcy over a 24-month period, based on information in the Equifax consumer credit database. The scores returned by the Bankruptcy Navigator Index 3.0 service only represent a prediction of bankruptcy filing relative to other individuals in the Equifax credit database and are not intended to characterize any individual as to credit risk or credit capacity. Subscriber certifies that it will order this Service only when Subscriber intends to use the information for the permissible purposes set forth in Section 604(a) of the Fair Credit Reporting Act. Subscriber will not order the Service for employment purposes.

3. Bankruptcy Navigator Service - is an analytical and consulting solution package for understanding current exposure, predicting future risk and taking steps to combat and manage bankruptcy across the entire account lifecycle and throughout client's portfolio.

Bankruptcy Navigator Service includes the following:

(A) Alert Lists. Monthly scoring of Client's own portfolio with Bankruptcy Navigator Index.

(B) Benchmark Situation Analysis, Quarterly Updates and Alert Lists. Equifax will consult with Client to help Client determine which portfolio(s) or segments should be analyzed. Equifax will provide Client with up to ten (10) days per year of on-site consulting. Equifax will help Client select criteria and produce an initial Alert List of Client's customers that meet Client's criteria. Equifax will then conduct an initial review of Client's designated account portfolio(s) and segments by using the Bankruptcy Navigator IndexSM and the Forecast to establish a statistical baseline profile that will allow for future comparisons ("Benchmark Situation Analysis"). Equifax will also prepare a validation and deliver a series of sub-segmentation and analysis reports. The validation will consist of up to two archive pulls and up to 12 segments. Additional archive pulls and segment analysis is available for an additional cost. Following the Benchmark Situation Analysis, Equifax will consult with Client to adjust the criteria which will be used to produce subsequent Alert Lists. Equifax will perform and produce subsequent Alert Lists. Equifax will perform and deliver an updated Situation Analysis of Client's designated portfolio(s) and segments on a quarterly basis ("Quarterly Situation Analysis"), so that Client may compare the then current status of its portfolio(s) and segments to the Benchmark Situation Analysis. Equifax will produce updated Alert Lists on a monthly basis.

4. BEACON - is a credit scoring service based on a model developed by Fair Isaac Corporation ("Fair Isaac") and Equifax that ranks consumers in the Equifax consumer credit database relative to other consumers in the database with respect to the likelihood of those consumers paying their accounts as agreed.

5. Equifax CARcredit 99 Score - is a credit scoring service for the automobile financing and leasing industries that rank-orders credit files on new or established auto trades based on the likelihood of serious delinquency, charge-off, or bankruptcy over a 24-month period.

6. Equifax Net Worth Estimator - is an advanced segmentation tool that predicts consumers' estimated net worth using a rank-ordering technique.

7. Equifax Recovery Index - is a credit scoring service that rank-orders consumers according to the likelihood of paying back any amount on a charged-off account.

8. Equifax Recovery Score – Late Stage - is a credit scoring service that rank-orders charged off accounts based on the likelihood of a consumer paying back 50% or more of the amount charged-off within a 12-month period.

9. Equifax Risk Score - is a credit scoring service that ranks consumers in the Equifax consumer credit database relative to other consumers in the Equifax consumer credit database and segments accounts based on the likelihood of those consumers paying their accounts as agreed and predicts the probability of serious delinquency, charge-off, and bankruptcy over a 24-month period.

10. Equifax Risk Score Non Prime - is a credit scoring service used to identify non-prime consumers from the retail, financial institutions, auto loan industry and home equity lending industry with regard to the probability of an applicant becoming 90 days delinquent within a 12-month period.

11. VantageScore - is a tri-bureau credit risk model developed using one algorithm across sample data common to all three credit bureaus. The following additional terms and conditions apply to Subscriber's receipt and use of VantageScore:

End User Terms for VantageScore - Subscriber will request VantageScores only for Subscriber's exclusive use. Subscriber may store VantageScores solely for Subscriber's own use in furtherance of Subscriber's original purpose for obtaining the VantageScores. Subscriber shall not use the VantageScores for model development or model calibration and shall not reverse engineer the VantageScore. All VantageScores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person except (i) to those employees of Subscriber with a need to know and in the course of their employment; (ii) to those third party processing agents of Subscriber who have executed an agreement that limits the use of the VantageScores 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; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the VantageScore; or (iv) as required by law.

B. Terms and Conditions for Credit Score Information Services other than Beacon and Pinnacle

1. Disclosure of Scores. Subscriber will hold all information received from Equifax in connection with any Credit Score Information Services received from Equifax under this Agreement in strict confidence and will not disclose that information ("Scores") to the consumer or to others except as required by law. Subscriber may provide the principal factors contributing to the Scores to the subject of the report when those principal factors are the basis of Subscriber's adverse action against the subject consumer. Subscriber must describe the principal factors in a manner which complies with Regulation B of the ECOA.

2. ECOA Statements. Equifax reasonably believes that, subject to validation by Subscriber on its own records, (1) the scoring algorithms used in the computation of the Scores are empirically

derived from consumer credit information from Equifax's consumer credit reporting database, and are demonstrably and statistically sound methods of rank ordering candidate records from the Equifax consumer credit database for the purposes for which the Credit Score Information Services were designed particularly (as stated in **Exhibit B** for each particular Credit Score Information Service), and each is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system" as defined in Regulation B, with the understanding that the term "empirically derived, demonstrably and statistically sound," is defined only in a general manner by Regulation B, and has not been the subject of any significant interpretation; and (2) the scoring algorithms comprising the Credit Score Information Services, except as permitted, do not use a "prohibited basis," as such phrase is defined in Regulation B. Subscriber must validate the Credit Score Information Services on its own records. Subscriber will be responsible for meeting its requirements under the ECOA and Regulation B.

3. **Release.** Equifax does not guarantee the predictive value of the Scores with respect to any individual, and does not intend to characterize any individual as to credit capability. Neither Equifax nor its directors, officers, employees, agents, subsidiary and affiliated companies, or any third-party contractors, licensors or suppliers of Equifax will be liable to Subscriber for any damages, losses, costs or expenses incurred by Subscriber resulting from any failure of a Score to accurately predict the credit worthiness of Subscriber's applicants or customers. In the event the Credit Score Information Services were not correctly applied by Equifax to any credit file, Equifax's sole responsibility will be to reprocess the credit file through the Credit Score Information Services at no additional charge.

4. **Audit of Models.** Subscriber may audit a sample of the Scores and principal factors and compare them to the anonymous underlying credit reports in accordance with Equifax's audit procedures. If the Scores and principal reasons are not substantiated by the credit files provided for the audit, Equifax will review programming of the model and make corrections as necessary until the Scores and principal reasons are substantiated by the audit sample credit reports. After that review and approval, Subscriber will be deemed to have accepted the resulting Score and principal factors delivered. It is Subscriber's sole responsibility to validate all scoring models on its own records and performance.

C. Additional Terms and Conditions Applicable to Fair, Isaac Scores. The following additional terms and conditions apply to any Scores jointly provided by Equifax and Fair, Isaac & Co. ("Fair, Isaac").

(a) **Agent.** Equifax is the authorized agent of Fair, Isaac for purposes of executing this Agreement as it pertains to the Scores and for collection of all fees and charges arising thereunder with respect to the Scores.

(b) **Confidentiality.** Subscriber will hold all Scores received from Equifax under this Agreement in strict confidence and will not disclose any Scores to the consumer except as required by law. Subscriber may provide the principal factors contributing to the Scores to the subject of the report when those principal factors are the basis of Subscriber's adverse action against the subject consumer. Subscriber must describe the principal factors in a manner which complies with Regulation B of the ECOA. Further, Subscriber acknowledges that the Scores and factors are proprietary and that, except for (a) disclosure to the subject consumer if Subscriber has taken adverse action against such consumer based in whole or in part on the consumer report with which the Scores were delivered or (b) as required by law, Subscriber will not provide the Scores to any other party without Equifax's and Fair, Isaac's prior written consent.

(c) **Limited Liability.** The combined liability of Equifax and Fair, Isaac arising any particular Score provided by Equifax and Fair, Isaac shall be limited to the aggregate amount of money received by Equifax from Subscriber with respect to that particular Score during the preceding twelve (12) months prior to the date of the event that gave rise to the cause of action.

(d) **Adverse Action.** Subscriber shall not use Scores as the basis for an "Adverse Action" as defined by the Equal Credit Opportunity Action Broker Subscriber Agreement

or Regulation B, unless score factor codes have been delivered to Subscriber along with the Scores.

EXHIBIT BIII
ANCILLARY SERVICES

Trans-Border Information - Subscriber may from time to time request Information Services on consumers having credit histories accumulated outside of the United States. If that information is available under the terms of this Agreement, Equifax may facilitate Subscriber's access of that information through an Equifax affiliated company, or an affiliated joint venture or partnership (the "International Supplier"). Subscriber's receipt and use of that information will be subject to all the terms of this Agreement (excluding Section 1.3) and this Agreement will be deemed to be a separate agreement between Subscriber and the applicable International Supplier directly, with Equifax having entered into that agreement with Subscriber on behalf of the International Supplier. Subscriber further recognizes that Equifax will merely facilitate access to the information, and Equifax will not be responsible for the information or services received by Subscriber from the International Supplier or for any damages, whether direct, consequential, incidental, indirect, exemplary or special, arising from that information or those services. In addition, Subscriber acknowledges that the receipt and use of that information may be governed by various laws and regulations of the country, state or province in which the consumer resides or from which the information originates, and Subscriber will comply with those applicable laws and regulations regarding Subscriber's receipt and use of the information. Subscriber certifies that either (i) Subscriber will not request Information Services regarding residents of Canada, or (ii) Subscriber has received and read the attached Provincial Legislative Overview for International Customers of Equifax's "North American Link" generally describing some additional requirements of various Canadian provinces regarding the request and use of credit reporting information on residents of those provinces; Subscriber understands and agrees that the Provincial Legislative Overview is provided as a courtesy, does not constitute legal advice and, by its nature, is only a summary of some pertinent requirements imposed by applicable provincial laws; and Subscriber accepts full responsibility for obtaining competent, independent legal advice regarding all applicable provincial laws.

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

All users subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Persons not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

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 Federal Trade Commission's Website at www.ftc.gov/credit. 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 Commission'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

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 s

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 Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at www.ftc.gov/credit.

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 Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at www.ftc.gov/credit.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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

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

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

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

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations 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

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:

- a. Information contained in a consumer's CRA file was used in connection with the transaction.
- b. The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- c. 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.
- d. 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 Federal Trade Commission 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 FTC's regulations will be at www.ftc.gov/credit.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

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

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

Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

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

C. Fraud Alerts and Resellers

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

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

The FTC's Web site, www.ftc.gov/credit, 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 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y