

Attachment A

MANDATORY TERMS FOR EACH CONSUMER AGREEMENT

Service Agreement

Welcome to TransUnion® SmartMove® ("SmartMove" or "Service"), ("SmartMove" or "Service"), found at the web site, www.mysmartmove.com, or through this integration platform (the "Site") - a product of TransUnion Rental Screening Solutions ("TURSS"). This Terms of Use Agreement ("Agreement") contains the terms and conditions upon which you ("you," or the "member") may access SmartMove or any products or services offered through the Site. You agree to be legally bound by these terms.

General Terms

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

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

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

Disclaimer of Warranties and Liabilities

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

PROVISIONS OF THIS SECTION, WITH RIGHT OF ENFORCEMENT.

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

Registration and Accurate Information

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

Our Privacy Policy

By using the Site or purchasing products or services, you agree that we may use and share your personal information in accordance with the terms of our Privacy Statement. Our privacy statement can be reached at <https://www.mysmartmove.com/privacy-policy.html>

Fair Credit Reporting Act

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

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

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

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

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

Term and Termination; Modification

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

TURSS may (i) change the terms of this Agreement or the feature of the Service, or (ii) change the Site, including eliminating or discontinuing any content or feature of the Site, restricting the hours of availability, or limiting the amount of use permitted, by posting notice of such modification on a page of the Site before the modification takes effect. All changes shall be effective immediately upon posting of such notice. If you use

SmartMove and/or the Site after TURSS has notified you of a change in the Agreement you agree to be bound by all of the changes. You are expected to review the Site periodically to ensure familiarity with any posted notices of modification.

Policy Regarding Children

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

Notices

You should send any notices or other communications regarding SmartMove or our Site to TransUnion Rental Screening Solutions, 6430 S. Fiddler's Green Circle, Suite 500, Greenwood Village, CO 80111.

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

Applicable Law

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

Permission Statement

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

Permission Confirmation

Please confirm your authorization for TransUnion Rental Screening Solutions to obtain your credit profile from TransUnion and public records sources and to score such information and provide it to certain identified third parties who are requesting this information about you.

Attachment B

MANDATORY TERMS FOR EACH END USER (TURSS SUBSCRIBER) AGREEMENT

Service Agreement

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

Scope of Agreement. This Agreement applies to any of those information services which Subscriber may desire to receive from TURSS and which TURSS offers to Subscriber via this Site. Such information services shall herein be collectively referred to as "Services" and all information derived therefrom shall be collectively referred to as "Services Information." Subscriber enters in this Agreement on behalf of itself and its affiliates under common ownership and control, all of which are referred to collectively as Subscriber.

Subscriber's business. Subscriber certifies that it is utilizing the Services solely for assisting with making a residential or storage leasing decision.

Consumer Reporting Services.

1.1 **Consumer Report Information.** TURSS makes certain consumer report information services from consumer reporting databases, including but not limited to consumer credit reports and criminal record reports ("Consumer Report Information") available to its customers who have a permissible purpose for receiving such information in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). For the purposes of this Agreement, the term "adverse action" shall have the same meaning as that term is defined in the FCRA.

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

1.3 **Subscriber Certifications.** Subscriber certifies that it shall request Consumer Report Information pursuant to the written authorization of the consumer who is the subject of the Consumer Report Information. Subscriber certifies that each such written authorization will expressly authorize Subscriber to obtain the Consumer Report Information, and will contain at a minimum the subject's name, address, social security number (where available) and signature. Subscriber shall use such Consumer Report Information solely for Subscriber's exclusive one-time use and pursuant to the consumer's written authorization use such information solely for assisting with making a residential or storage leasing decision, and for no other purpose, subject however, to the additional restrictions set forth herein. Moreover, if requested by TURSS, Subscriber agrees to, and shall, individually certify the permissible purpose for each Consumer Report Information it requests. Such individual certification shall be made by Subscriber pursuant to instructions provided from time to time to Subscriber by TURSS. Nothing in this certification, or elsewhere in this Agreement, is intended to allow Subscriber to purchase Consumer Report Information for the purpose of selling or giving the report, or information contained in or derived from it, to the subject of the report, or to any other third party, and Subscriber expressly agrees to refrain from such conduct.

1.4 **Recommendations.** Using Applicant and/or Tenant information provided to TURSS by Subscriber ("Applicant/Tenant Information"), TURSS will obtain consumer reports relating to each Applicant and/or Tenant and TURSS will evaluate the consumer reports ("Applicant/Tenant Reviews"). Based on the results of the Applicant/Tenant Reviews, TURSS will provide to Subscriber a Recommendation with respect to the Applicant and/or Tenant, based on the initial thresholds established by TURSS. Such thresholds, delivery specifications and decision criteria, and any changes thereto, shall be supplied or confirmed by Subscriber in writing. As part of the Recommendation service, TURSS shall also provide to Subscriber a sample letter containing information as to why the Applicant and/or Tenant was or was not approved. It is Subscriber's obligation, however, to ensure compliance with any legal obligations when providing any information to an Applicant and/or Tenant.

1.4.2 **All Rental Decisions to be made by Subscriber.** Subscriber acknowledges and agrees that TURSS provides only Recommendations as to actions concerning an Applicant or a Tenant, and further acknowledges and agrees that all decisions of whether or not to rent property to a particular Applicant or

Tenant, as well as the length of and terms of any such rental, will be made by Subscriber. TURSS shall have no liability to Subscriber or to any Applicant, Tenant or other person or entity for any rental, or the failure to rent, to any Applicant or Tenant, or the terms of any such rental, regardless of whether or not Subscriber's decision was based on Recommendations, Consumer Report Information, public records, or other information provided to Subscriber by TURSS.

1.6 Compliance with Laws. Subscriber shall be responsible for compliance with all applicable federal (including, but not limited to the FCRA) and state laws, rules, regulations and judicial actions, as now or as may become effective, to which it is subject.

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

2 Ancillary Services

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

2.2 Scores. Subscriber may request, in writing, that TURSS provide Subscriber certain scores (e.g. scores received from credit reporting agencies ("Bureau Score"), SmartMove, Score, CreditRetrieverSM Score), in connection with the delivery of a consumer report obtained hereunder, collectively referred to herein as "Scores" for Subscriber's exclusive use. TURSS agrees to perform such processing as reasonably practicable. Subscriber shall use Scores only in accordance with its permissible purpose under the FCRA and may store Scores solely for Subscriber's own use in furtherance of Subscriber's original purpose for obtaining the Scores. Subscriber shall not use the Scores for model development or model calibration and shall not reverse engineer the Scores.

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

2.2.2 Confidentiality of Scores. The CreditRetrieverSM Score and the SmartMove Score are proprietary to TURSS and the BureauScore is proprietary to the credit reporting agency supplying the Bureau Score and, accordingly, without appropriate prior written consent, neither the CreditRetrieverSM Score, the SmartMove Score, or the Bureau Score may be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except: (a) as expressly permitted herein; (b) to those employees of Subscriber with a need to know and in the course of their employment; (c) to those third party processing agents of Subscriber who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Subscriber and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (d) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or

(e) as required by law. Subscriber shall not, nor permit any third party to, publicly disseminate any results of the validations or other reports derived from the Scores without prior written consent.

2.2.3 Score Performance. Certain Scores are implemented with standard minimum exclusion criteria. TURSS shall not be liable to Subscriber for any claim, injury or damage suffered directly or indirectly by Subscriber as a result of any Subscriber requested changes to the exclusion criteria which result in normally excluded records being scored by such Scores. TURSS warrants that the scoring algorithms used in the computation of the scoring services, provided under this Agreement, ("Models") are empirically derived from credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the purpose of the Scores when applied to the population for which they were developed, and that no scoring algorithm used by a Score uses a "prohibited basis" as that term is defined in ECOA and Reg. B promulgated thereunder. The Bureau Score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.

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

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

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

3. Additional Terms and Conditions.

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

3.2 Web Site Access. TURSS will provide Subscriber with access to TURSS's web site (the "TURSS Site") so that Subscriber may, by accessing the TURSS Site, (i) initiate Applicant Reviews and Tenant Reviews and (ii) obtain or review TURSS's Recommendations to Subscriber. TURSS will assign one or more passwords and identification numbers ("Program Codes") to Subscriber for use in accessing the TURSS Site. Subscriber represents and warrants that it will use its best reasonable efforts to ensure that: (1) only authorized Subscriber employees have access to the TURSS Site through Workstations; (2) TURSS Services obtained by Subscriber via the TURSS Site are not accessible by unauthorized parties via Subscriber's connection to the Internet or otherwise; (3) all Passwords are kept confidential and secure by such authorized Subscriber employees (e.g., Subscriber shall ensure that Passwords are not stored on any Workstation nor other storage and retrieval system and/or media and that Internet browser caching functionality is not used to store Passwords; (4) each User ID and Password is used solely by the authorized Subscriber employee to whom such User ID and Password was issued; and (5) all documentation and other materials provided by TURSS to Subscriber under this Agreement are held in confidence by Subscriber (and accessible only to those Subscriber employees who Subscriber has authorized to use the TURSS Site). Subscriber shall immediately notify TURSS if a Subscriber user with access to Program Codes no longer works for Subscriber and shall be fully responsible for any use of the TURSS site by users accessing the site through the Program Codes assigned to the Subscriber. In the event of any compromise of security involving User Ids or Passwords, Subscriber shall immediately notify TURSS.

3.3 Safeguards. Each party shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards ("Safeguards") to (a) insure the security and confidentiality of non-public personal information; (b) protect against anticipated threats or hazards to the security or integrity of non-public personal information; and (c) protect against unauthorized

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

3.4 Authorized Requests. Subscriber shall use the Services: (a) for its certified permissible purpose above to assist in making a residential or storage leasing decision; (b) solely for Subscriber's exclusive one-time use; and (c) subject to the terms and conditions of this Agreement. Subscriber shall not request, obtain or use Services for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Subscriber's own data, or otherwise in any service which is derived from the Services. Services shall be requested by, and disclosed by Subscriber to only Subscriber's designated and authorized employees having a need to know and only to the extent necessary to enable Subscriber to use the Services in accordance with this Agreement. Subscriber shall ensure that such Subscriber designated and authorized employees shall not attempt to obtain any Services on themselves, associates, or any other person except in the exercise of their official duties.

3.5 Third Party Intermediaries. In the event Subscriber will utilize a third party intermediary (e.g., Internet service provider or other network provider) for the purpose of receiving Services, Subscriber shall first enter into an agreement with such third party under which such third party acts solely as a network conduit for the delivery of the Services to Subscriber and which prohibits such third party from using, or otherwise accessing, the Services for any other purpose. Subscriber shall be solely liable for any actions or omissions of such third parties which result in a breach of this Agreement.

3.6 Rights to Services. Subscriber shall not attempt, directly or indirectly, to reverse engineer, decompile, or disassemble Services or any confidential or proprietary criteria developed or used by TURSS relating to the Services provided under this Agreement. Except as explicitly set forth in this Agreement, the entire right, title and interest in and to the Services shall at all times vest exclusively in TURSS. TURSS reserves all rights not explicitly granted to Subscriber under this Agreement.

3.6.1 Notwithstanding anything to the contrary in the Agreement, TURSS hereby grants a limited, non-exclusive, non-transferable license to the Public Record Information, and the Services derived from the Public Record Information, from TURSS and that the material content of the Public Record Information and the Consumer Reports delivered by TURSS may not be altered, edited, or otherwise changed without the prior written consent from TURSS.

3.7 Fees and Payments. Though Subscriber has the option to request that the applicant/prospective tenant pay for the Services, the Subscriber is ultimately responsible to TURSS for the full payment of the Services. The fees associated with the Services are as stated on this website and are incorporated by reference. Upon delivery of the Services, Subscriber will be responsible for immediate payment, and outstanding amounts will be subject to a late charge of one and one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. If collection efforts are required, Subscriber shall pay all costs of collection, including reasonable attorney's fees. Any periodic and/or minimum Subscriber fees under this Agreement are non-refundable, in whole or in part, in the event of a termination of this Agreement. TURSS reserves the right to change the fees and charges from time to time, with such changes referenced on this website.

3.7.1 In addition, in the event that TURSS's cost of rendering Services increases as a result of federal, state or local laws, ordinances or other regulatory, administrative or governmental acts, then TURSS may implement a surcharge subject to the following: (a) any surcharge will be applicable generally to TURSS's customers; and (b) any surcharge will be applied only to services pertaining to consumers in the geographic area so affected. A legislative surcharge is imposed on certain types of reports pertaining to consumers residing in the United States, and an additional surcharge is imposed on certain reports pertaining to only Colorado residents.

3.8 Term, Termination and Survival. The term of this Agreement shall commence upon the agreeing to the terms of this Agreement and shall remain in effect until terminated by any party hereto for any reason whatsoever.

3.8.1 With the exception of TURSS's obligation to provide Services under this Agreement, all provisions of this Agreement shall survive any such termination of this Agreement including, but not limited to, all restrictions on Subscriber's use of Services Information. Moreover, any such termination shall not relieve Subscriber of any fees or other payments due to TURSS through the date of any such termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such termination.

3.9 Limited Warranty. TURSS represents and warrants that the Services will be provided in a professional and workmanlike manner consistent with industry standards. TURSS DOES NOT WARRANT THE SERVICES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS. THE WARRANTY SET FORTH IN THIS SECTION 5.10 IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.10 Limitation of Liability. TURSS'S SOLE LIABILITY, AND SUBSCRIBER'S SOLE REMEDY, FOR VIOLATIONS OF THIS AGREEMENT BY TURSS OR FOR BREACH OF TURSS'S OBLIGATIONS SHALL BE THE CORRECTION OF ANY DEFECTIVE SERVICE OR THE REFUND OF FEES PAID FOR SAME.

3.10.1 IN NO EVENT SHALL TURSS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF TURSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

3.10.2 ADDITIONALLY, TURSS SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

3.10.3 Notwithstanding anything to the contrary in the Agreement, use of Public Record Information, and the Services derived from the Public Record Information, from TURSS shall be subject to the following: THE PUBLIC RECORD INFORMATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TURSS AND ITS DATA PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PUBLIC RECORD INFORMATION AND DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, TURSS AND ITS DATA PROVIDERS DO NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PUBLIC RECORD INFORMATION AND SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY USE OF THE PUBLIC RECORD INFORMATION. Subscriber shall indemnify, defend, and hold harmless TURSS and its data providers, from and against any and all liabilities, damages, losses, claims, costs, fees, and expenses (including but not limited to reasonable attorney and expert witness fees and expenses) arising out of or related to Subscriber's use of the Public Record Information obtained from TURSS. Subscriber acknowledges and agrees that TURSS's data providers are a third party beneficiary of the provisions of this section, with right of enforcement.

5.11 Assignment and Subcontracting. Neither party may assign or otherwise transfer this Agreement, in whole or in part without the prior written consent of the other. Notwithstanding the foregoing, TURSS may assign or transfer this Agreement to a wholly-owned subsidiary or in the event of a purchase of substantially all of TURSS's assets or in the event of a corporate form reorganization (e.g., LLC to C-

Corporation). Moreover, TURSS shall have the unrestricted right to subcontract the Services to be provided to Subscriber by TURSS under this Agreement; provided however, that such subcontracting shall not relieve TURSS of its obligations under this Agreement. The limited warranty and limitation of liability provisions set forth in this Agreement shall also apply for the benefit of TURSS's licensors, subcontractors and agents.

3.12 No Waiver. No failure on the part of either party to enforce any covenant, agreement, or condition of this Agreement shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party to enforce the same in the event of any subsequent breach by the other party.

3.13 Independent Contractors. This Agreement is not intended to create or evidence any employer-employee arrangement, agency, partnership, joint venture, or similar relationship.

3.14 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

3.15 Force Majeure. TURSS shall not be liable for any delay in performance or failure to perform under this Agreement if such delay or failure is caused by conditions beyond TURSS' reasonable control.

3.16 Audit Rights. During the term of this Agreement and for a period of five (5) years thereafter, TURSS may audit Subscriber's policies, procedures and records which pertain to this Agreement, to ensure compliance with this Agreement, upon reasonable notice and during normal business hours.

3.17 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois, without reference to the choice of law principles thereof.

3.18 Notices. Subscriber acknowledges and agrees that any notice provided by TURSS to any electronic mail address provided by Subscriber shall suffice for proper notice under this Agreement. Additionally, all of Subscriber's communications or notices required or permitted by this Agreement shall be sufficiently given for all purposes hereunder if given in writing and delivered to TURSS (i) personally, (ii) by United States first class mail, (iii) by reputable overnight delivery service, (iv) by electronic mail, or (v) by facsimile. All notices delivered in accordance with this Section for TURSS shall be sent to the appropriate address or number, as set forth below:

TURSS: TransUnion Rental Screening Solutions
6430 S. Fiddler's Green Circle, Suite 500,
Greenwood Village, CO 80111

3.19 Trademarks. Both Subscriber and TURSS shall submit to the other party for written approval, prior to use, distribution, or disclosure, any material including, but not limited to, all advertising, promotion, or publicity in which any trade name, trademark, service mark, and/or logo (hereinafter collectively referred to as the "Marks") of the other party are used (the "Materials"). Both parties shall have the right to require, at each party's respective discretion and as communicated in writing, the correction or deletion of any misleading, false, or objectionable material from any Materials. Neither party shall remove any of the other party's Marks from any information materials or reports provided to the other party and shall comply with the other party's instructions with respect to the use of any such Marks. Moreover, when using the other party's Marks pursuant to this Agreement, a party shall take all reasonable measures required to protect the other party's rights in such Marks, including, but not limited to, the inclusion of a prominent legend identifying such Marks as the property of the other party. In using each other's Marks pursuant to this Agreement, each party acknowledges and agrees that (i) the other party's Marks are and shall remain the sole properties of the other party, (ii) nothing in this Agreement shall confer in a party any right of ownership in the other party's Marks, and (iii) neither party shall contest the validity of the other party's Marks. Notwithstanding anything in this Agreement to the contrary, without the prior written approval of Subscriber, TURSS shall have the right to disclose to third parties Subscriber's marks in consumer credit reports containing Subscriber's account information.

3.20 By signing this Agreement, Subscriber acknowledges receipt of a copy of the Federal Trade Commission's "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" and a copy of the Federal Trade Commission's "Notices to Furnishers of Information: Obligations of Furnishers Under the FCRA".

3.21 The individual executing this Agreement has direct knowledge of all facts certified and the authority to both execute this Agreement on behalf of Subscriber and bind Subscriber to the terms of this

Agreement.

3.22 ID Manager Service: In connection with the Services, Subscriber desires to obtain TransUnion's ID Manager Service pursuant to the following additional terms and conditions:

3.22.1 With respect to request for ID Manager Service, Subscriber hereby certifies that its use of the ID Manager Service will be requested, obtained and used for one or more of the following permitted uses as described in, and as may be interpreted from time to time, by competent legislative, regulatory or judicial authority, as being encompassed by, Section (6802) (e) of the Gramm-Leach-Bliley Act (GLB), Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) and the United States Federal Trade Commission rules promulgated thereunder.

o To protect against or prevent actual fraud, unauthorized transactions, claims or other liability; or

o To comply with Federal, State or local laws, rules and other applicable legal requirements.

3.22.2 Subscriber further represents that:

(a) Subscriber shall not request, obtain or use such ID Manager Service for any other purpose including, but not limited to, in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for (i) credit or insurance, or (ii) employment, nor for any other purpose under the FCRA. Moreover, Subscriber shall not take any adverse action, which is based in whole or in part on the ID Manager Service, against any consumer.

(b) Subscriber shall comply with all other applicable federal, state and local laws, statutes, rules and regulations including, but not limited to, the Drivers Privacy Protection Act.

3.22.3 To the extent that the ID Manager Service requested by Subscriber utilize, in whole or in part, Consumer Reports as defined in the FCRA, Subscriber certifies that it will request and use each such request ID Manager Service solely for one of the permissible purposes certified below:

o In connection with a credit transaction involving the individual on whom the information is to be furnished and involving the extension of credit to the individual.

o Pursuant to the written authorization of the individual who is subject of the individual ID Manager Service request.

o In connection with a business transaction initiated by the individual.

3.22.4 Subscriber expressly acknowledges and agrees that where the ID Manager Service to be provided to Subscriber under this Agreement utilizes Consumer Reports TURSS expresses no opinion regarding a Consumer's creditworthiness in rendering such ID Manager Service. Moreover, in the event Subscriber's requested ID Manager Service utilize, in whole or in part, Consumer Reports, without limiting Subscriber's obligations set forth elsewhere in this Agreement, Subscriber shall comply with any and all adverse action notice requirements of the FCRA.

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

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

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

The Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §1681-1681y, requires that this notice be provided to

inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's ("CFPB") website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

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

I. Obligations of All Users of Consumer Reports

A. Users Must Have a Permissible Purpose

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

- As ordered by a court or 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. [Section 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 or 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 sixty (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 sixty (60) days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

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

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. Creditors Must Make Additional Disclosures

If a person uses a consumer report in connection with an application for, or a grant, extension, or

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

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

III. Obligations Of Users When Consumer Reports Are Obtained For Employment Purposes

A. Employment Other Than in the Trucking Industry

If 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 the 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 subject 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 below.
- Upon 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 federal regulations) - the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or 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. Section 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 pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

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

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

VIII. Obligations of Resellers

A. Disclosure and Certification Requirements

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

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

B. Reinvestigations by Resellers

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

C. Fraud Alerts and Resellers

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

IX. Liability For Violations Of The FCRA

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

The CFPB’s website, www.consumerfinance.gov/learnmore , has more information about the FCRA, including publications for businesses and the full text of the FCRA. Citations for the FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681cA
Section 605B	15 U.S.C. 1681cB
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

All furnishers of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act ("FCRA"), 15 U.S.C. 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies ("CRAs"). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau ("CFPB"): www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines

The FCRA requires furnishers to comply with federal regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at www.consumerfinance.gov/learnmore. Section 623(e).

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Section 623(a)(1)(A) and (a)(1)(C).

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." Section 623(a)(8). Federal regulations are available at www.consumerfinance.gov. Section 623(a)(8).

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Section 623(b)(1)(A) and (b)(1)(B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Section 623(b)(1)(C) and (b)(1)(D).
- Complete the above steps within thirty (30) days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
- Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

Duty to Report Voluntary Closing of Credit Accounts:

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

Duty to Report Dates of Delinquencies:

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5)

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The CFPB has prescribed model disclosures, 12 CFR Part 222, App.B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs comply with their duties under Section 604(g) when reporting medical information.

Duties When ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S. C § 1681 et seq.:

Section 602 15 U.S.C. 1681

Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681c-1
Section 605B	15 U.S.C. 1681c-2
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m Section
616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y