



TENANT SCREENING CENTER

Verify Before You Trust

6570 OAKMONT DRIVE, SUITE B
SANTA ROSA, CA 95409

PHONE: 707-578-5533 or 800-523-2381
FAX: 707-544-8861 OR 800-799-8861
Email: info@tsci.com – Web: www.tsci.com

THE LANDLORD'S HANDBOOK – RECOMMENDED SCREENING CENTER
P.I. NV Lic# 975

APPLICATION AND AGREEMENT FOR SERVICE

APPLICANT INFORMATION

Type of Ownership: Individual Owner/Landlord Property Mgmt. Co. Real Estate Broker

Applicant FULL Legal Name (Last, First, Middle) _____ Date of Birth _____ Social Security Number _____

Business Name (If applicable) _____ Type of Business _____ Federal Tax ID Number _____

Business Address _____ City _____ State _____ Zip _____

Mailing Address (if different than above) _____ City _____ State _____ Zip _____

Work Phone _____ Home Phone _____ Cell Phone _____ Fax Number _____

BUSINESS INFORMATION

Organization structure: Sole Proprietorship Partnership Corporation LLC

Business Name _____ Doing Business As _____

Physical Address _____ City _____ State _____ Zip _____

E-mail Address _____ Web Site Address _____

Number of Units Managed _____ Number of Properties _____ Date Established _____

COMPLETE THIS SECTION IF YOU SELECTED SOLE PROPRIETORSHIP OR PARTNERSHIP ABOVE:

Owner FULL Legal Name (Last, First, Middle) _____ Owner Social Security Number _____

Home Address _____ City _____ State _____ Zip _____

Signature _____

Owner FULL Legal Name (Last, First, Middle) _____ Owner Social Security Number _____

Home Address _____ City _____ State _____ Zip _____

Signature _____

I certify that the information provided on this application is true. I understand by the signature in this box, that you have my permission to pull a personal consumer report on owners of this business in connection with approval of this application.

COMPLETE THIS SECTION IF YOU SELECTED CORPORATION OR LLC ABOVE:

Officer Name

Title

Federal Tax ID

Officer Name

Title

Federal Tax ID

LETTER OF INTENT

Nature of Business

Estimated Monthly Volume (Number of Consumer Reports)

Specific Permissible Purpose for which Consumer Reports will be used: _____

Will use be primarily: Local - your immediate area Regional - Multiple States
 National - Most of the United States

How will you access the Consumer Reports? View online access Secured E-mail Faxed

RENTAL PROPERTY OWNED

Please list ALL properties owned or contractually managed by End User to be included in this Application and Agreement For Service.

Name and Address of Property

City

State

Zip

More than one rental property. Please attach a signed list.

BILLING INFORMATION

Please confirm Requested SERVICES/PRICES/PACKAGES initial _____

Commercial Onsite Visit Fee: \$ 65.00 Residential Onsite Visit Fee: \$ 65.00

Regular Pricing Annual Volume Discount Pricing Fee: \$ 30.00 (for details go to www.tsci.com)

Package Pricing: Rent a Room Rent One to Five Units Rent Six + Units

Please indicate how you want to receive billing invoice (Check One) __ Mail \$2.00 __ Email (Free)

Email Address for billing: _____ Accounts Payable Contact: _____

Pay By Credit Card:

Type of Credit Card: _____ Credit Card Number: _____ Exp. Date: _____

Name as it appears on Credit Card: _____ CVS# (3 digit number on back of card) _____

Physical Address of Cardholder: _____

***"Regular Pricing" End Users will be billed at the time of ordering, with the credit card on file.

***"Volume Discount Pricing" End Users will be billed at month-end with the credit card on file.

RELEASE/AGREEMENT

I/We certify that the above information is true and accurate. I understand that any false or misleading information may be grounds for rejection of this application and/or cancellation of service. TSCI is hereby granted permission to perform a credit/investigative report on my/our business and/or its principals.

Signature of Applicant

Date

Print Name of Applicant

Title

Signature of Applicant

Date

Print Name of Applicant

Title

REV03/17

Important: The following information must be provided **BEFORE** your account can be activated

Getting Started:

1. Complete and sign the Application and Agreement For Service and Addendums A, B, and D. Read Addendum C and Attachments #1 and #2.

2. Submit documented proof:

Landlords complete 1-6

1. _____ Completed and Signed Application and Service Agreement
2. _____ Signed Addendum A, B, and D
3. _____ Copy of the property tax statement, deed, mortgage payment coupon or escrow documents showing ownership of the rental property
4. _____ Copy of most recent phone bill showing company name, address, and telephone number
5. _____ Signed list of all residential property owned with rental property addresses
6. _____ Copy of government-issued photo ID (Driver's License)
7. _____ On-Site Inspection of End User's place of business to verify End User's identity, the business/home office location, and the ability of the End User to securely store and dispose of confidential consumer report information
*All site inspections subject to \$65 site inspection fee

Property Managers complete 1-7 and 8-12

8. _____ Website Verification: Print first page of website where applicable
*Website URL: <http://www.> _____
9. _____ Bank Reference Request Form
10. _____ Copy of Business License
11. _____ Signed list of all residential property contractually managed with rental property name and address
12. _____ Business type/industry verification: Copy of business listing in telephone directory such as Yellow Pages (printed or electronic), or copy of most recent phone bill in business name for the principle place of business
13. _____ Three Business References –
Name, Company Name, and Phone Number
 1. _____
 2. _____
 3. _____

FOLLOWING REQUIRED ONLY FOR BUSINESSES LESS THAN 1 YR OLD:

two of the following items required:

1. Copy of most recent utility or phone bill in the business name for the principle place of business
2. Copy of lease or proof of property ownership by business of the principle place of business of End User
3. Copy of bank statement addressed to the End User at its principal place of business
4. Proof of commercial insurance under the business name shown on the application
5. Copy of 3 Completed Rental Applications

3. Account activation takes place during office hours after required documents are submitted and the onsite-inspection requirements are met.

Signature: _____ Date: _____



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AGREEMENT FOR SERVICE

THIS END-USER AGREEMENT (“Agreement”) is made and entered into by and between Tenant Screening Center, Inc. (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents) (jointly, “TSCI”) and _____ (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly “End-User”). This Agreement shall be effective on the date of last signature below (the “Effective Date”).

General

TSCI strives to deliver accurate and timely information products to assist your company (hereinafter “End-User”) in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, TSCI assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. End-User understands that these information sources and resources are not maintained by TSCI. Therefore, TSCI cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, TSCI has in place reasonable procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

End-User’s Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)

End-User is a _____ (type of business) and hereby certifies that all of its orders for information products from TSCI shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, permissible purposes only: *(Please check all that apply)*

<input type="checkbox"/>	Section 604(a)(1). As ordered by a court or federal grand jury subpoena.
<input type="checkbox"/>	Section 604(a)(2). As instructed by the consumer in writing.
<input type="checkbox"/>	For Tenant Screening Purposes at the written direction of the consumer to whom the report relates.
<input type="checkbox"/>	Section 604(a)(3)(A). For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer’s account.
<input type="checkbox"/>	Section 604(a)(3)(B). For employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.
<input type="checkbox"/>	Section 604(a)(3)(C). For the underwriting of insurance as a result of an application from the consumer.
<input type="checkbox"/>	Section 604 (a)(3)(D). 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.
<input type="checkbox"/>	Section 604(a)(3)(E). For use by a potential investor or servicer, or current insurer, in evaluating and/or assembling the credit or prepayment risk associated with an existing credit obligation.
<input type="checkbox"/>	Section 604(a)(3)(F)(i). Where there is a legitimate business need, in connection with a business transaction that is initiated by the consumer.
<input type="checkbox"/>	Section 604(a)(3)(F)(ii). To review a consumer’s account to determine whether the consumer continues to meet the terms of the account.
<input type="checkbox"/>	Section 604(a)(4) or (5). For use by state and/or local officials in connection with the determination of child support payments, or modifications and enforcement thereof.

End-User will certify the specific permissible purpose at the time a report is requested.

End-User's Certification of Legal Compliance

End-User certifies to TSCI that the information products it receives will not be used in violation of any applicable federal, state or local laws, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. End-User accepts full responsibility for complying with all such laws and for using the information products it receives from TSCI in a legally acceptable fashion. To that end, End-User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state laws when using information products. End-User further accepts full responsibility for any and all consequences of use and/or dissemination of those products. End-User further agrees that each consumer report will only be used for a one-time use.

End-User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End-User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports.

End-User agrees to abide by Addendum B - Access Security Requirements, attached hereto which is incorporated into and is part of this Agreement. Likewise, as a condition of entering into this Agreement, End-User certifies that it has in place reasonable procedures designed to comply with all applicable local, state and federal laws. End-User also certifies that it will retain any information it receives from TSCI for a period of five years from the date the report was received, and will make such reports available to TSCI upon request. End-Users seeking credit information must provide the information and sign Addendum C before TSCI can provide credit information to End-User. Addendum C is incorporated into and is part of this End-User Agreement, if applicable.

End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) (Attachment #1) and Notice to Users of Consumer Reports (16 C.F.R. Part 601, Appendix C) (Attachment #2).

End-User understands that the credit bureaus require specific written approval from TSCI before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an End-User or decision maker.

End User hereby certifies that, under the Investigative Consumer Reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., if the End User is located in the State of California, and/or the End User's request for and/or use of Information Products pertains to a California resident or worker, End User will do the following:

- (i) Request and use Information Products solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.

(ii) When, at any time, Information Products are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an investigative Information Products may be obtained; (2) the permissible purpose of the investigative Information Products; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; and (4) the name, address, telephone number, and website of the Consumer Reporting Agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.

(iii) When, at any time, Information Products are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request an Information Product if the applicable consumer has authorized in writing the procurement of the Information Product.

(iv) When Information Products are sought in connection with the hiring of a dwelling unit, notify the consumer in writing that an Information Product will be made regarding the consumer's character, general reputation, and personal characteristics. The notification shall include the name and address of End User as well as a summary of the provisions of California Civil Code Section 1786.22, no later than three days after the date on which the Information Product was first requested.

(v) When Information Products are sought in connection with the underwriting of insurance, clearly and accurately disclose in writing at the time the application form, medical form, binder, or similar document is signed by the consumer that an Information Product regarding the consumer's character, general reputation, personal characteristics, and mode of living may be made, or, if no signed application form, medical form, binder, or similar document is involved in the underwriting transaction, the disclosure shall be made to the consumer in writing and mailed or otherwise delivered to the consumer not later than three days after the report was first requested. The disclosure shall include the name and address of End User, the nature and scope of the investigation requested, and a summary of the provisions of California Civil Code Section 1786.22.

(vi) Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any Information Products that are prepared.

(vii) If the consumer wishes to receive a copy of the Information Products, the End User shall send (or contract with another entity to send) a copy of the Information Product to the consumer within three business days of the date that the Information Product is provided to End User. The copy of the Information Product shall contain the name, address, and telephone number of the person at End User who issued the report and how to contact him/her.

(viii) Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Information Product, informing the consumer in writing of End User's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCRAA.

(ix) Comply with all other requirements under applicable California law, including, but, not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any Information Products, including, but not limited to, the ICRA and CCRAA.

A. When Information Products are Used for Employment Purposes

If the information products End-User obtains from TSCI are to be used for an employment purpose, End-User certifies that in every case prior to obtaining or causing a “consumer report” and/or “investigative consumer report” to be obtained, a clear and conspicuous disclosure, in a document consisting *solely of the disclosure*, has been made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes by the End-User on behalf of its Client. Such disclosure satisfies all requirements identified in the FCRA, as well as any applicable state or local laws and the consumer has authorized, in writing, the obtaining of the report by End-User as well as the sharing of such report with the Client. End-User certifies that each time it orders a report, it is reaffirming the above certification.

If the consumer is denied employment, or other adverse employment action is taken based in whole or in part on the information products provided by TSCI, End-User will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act.” After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

B. When Information Products are Used for the Permissible Purpose of Tenant Screening

End-User certifies that it will obtain written authorization from the consumer tenant or resident applicant prior to the procurement of the any consumer report or investigative consumer report by the End-User.

If the consumer’s tenant application is denied, or other adverse action is taken based in whole or in part on the information products provided by TSCI, End-User will provide to the consumer: a description, in writing, of the rights of the consumer entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act”, the right to obtain a copy of his/her consumer report and provide the tenant or resident applicant a reasonable opportunity of time to correct any erroneous information contained in the report. End-User certifies that any adverse action notice will comply with the FCRA including but not limited to satisfying all requirements under the FCRA if credit history is a disqualifying factor. If using a credit score, End-User certifies that it will comply with the Dodd-Frank Act and all applicable regulations relating to using a credit score.

C. Investigative Consumer Reports

In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, End-User will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) TSCI’s contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

D. International Criminal Record Searches

End-User understands that searches of international background screening will be conducted through the services of a third-party independent contractor. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported. TSCI cannot be either an insurer or guarantor of the accuracy of the information reported. End-User therefore releases TSCI and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of an international background screening report.

E. National / Multi-State Database Searches

TSCI recommends that End-User screen its applicants or employees at the count courthouse or online system, federal, and multi-state / nationwide database levels. End-User understands that if it chooses

not to conduct searches at these levels, TSCI cannot be held responsible for any records that exist that are not included in the coverage requested by End-User. End-User further understands that the multi-state/nationwide database report will only be offered in conjunction with a county-level verification of any records found and that End-User will bear any additional costs associated with this verification.

Additional Requirements for Motor Vehicle Records (MVRs) and Driving Records

End-User hereby certifies that Motor Vehicle Records and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act (“DPPA”, at 18 U.S.C. § 2721 *et seq.*) and any related state laws. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain “driving records,” evidence of which shall be transmitted to TSCI in the form of the consumer’s signed release authorization form. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver’s license or to verify information provided by an applicant or employee. End-User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

Warrants

In the course of completing background checks, TSCI may uncover active arrest warrants which are outstanding against the subject. In these cases, TSCI may be contacted by the law enforcement agency seeking the subject. End-User understands that TSCI will furnish to law enforcement any information contained within the subject’s file to assist in the apprehension of the subject. Additionally, TSCI may contact End-User and End-User agrees to release to TSCI, any and all information End-User may have which will further the apprehension of the wanted subject.

General Provisions

End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law. End-User may not assign or transfer this Agreement without the prior written consent of TSCI. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, California law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in California, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End-User and an officer of TSCI. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

If End-User is permitted to request consumer reports for employment purposes via TSCI’s website then, in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use End-User’s Internet access to obtain reports for improper, illegal or unauthorized purposes. End-User agrees to allow TSCI to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by TSCI may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies.

Confidentiality

Neither party shall reveal, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. "Confidential Information" means any and all proprietary or secret data; sales or pricing information relating to either party, its operations, employees, products or services; and, all information relating to any customer, potential customer, Agent, and/or independent sales outlet. The Parties agree to keep this information confidential at all times during the term of this Agreement, and continuing for five years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall TSCI be required to destroy, erase or return any consumer reports or applicant data related thereto in TSCI's files, all of which TSCI shall maintain as a consumer reporting agency in strict accordance with all applicable federal, state, and local laws.

Independent Contractor

The End-User and TSCI agree that the relationship created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither End-User nor TSCI shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

Fees and Payment

End-User agrees to pay nonrefundable fees and other charges or costs for TSCI's background check services. Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, other governmental agencies, educational institutions, employer verification lines and licensing agencies, incurred by TSCI in servicing End-User, will be passed onto End-User. At TSCI's option, payments not received thirty (30) days after the date of the invoice may cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with TSCI. Accounts with invoices unpaid thirty (30) days or more will be assessed an interest charge of 1 ½ % per month, as allowed by applicable law. A \$20.00 fee will be assessed for all returned checks. If the account goes to collection, End-User agrees to pay all collection expenses, including attorneys' fees and court costs. End-User agrees that providing credit card information and submitting it electronically to TSCI represents a legal authorization to debit the card for the orders placed or for non-payment per the 15 day terms. End-User agrees that prices for services are subject to change without notice, although TSCI will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by TSCI.

Notice Of Change In Business Information

End User must notify TSCI of any of the following events: change in ownership; merger; change in business name or change in the nature of business that in any way affects Client's right to request and receive consumer reports; change in user names for obtaining consumer reports.

Onsite Inspection

End User agrees to complete an onsite inspection by a TSCI approved vendor at the End User's place of business to verify the End User's identity, the business/home office location, and the ability of the End User to securely store and dispose of confidential consumer report information before any TSCI information products are delivered by TSCI. End User will be billed a onetime onsite inspection fee at the TSCI prevailing rate. If End User moves to a new location, an additional onsite visit will be required within 60 days and the End User will be billed at the TSCI prevailing rate. In the event of a failed or no show inspection, the End User will still be charged.

Warranties and Remedies and Limitation of Liability

End-User understands that TSCI obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to End-User "AS IS".

TSCI makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet End-User's needs, or will be provided on an uninterrupted basis; TSCI expressly disclaims any and all such representations and warranties.

TSCI WILL NOT BE LIABLE TO END-USER FOR DAMAGES, AND END-USER HEREBY RELEASES TSCI FROM ANY LIABILITY FOR DAMAGES ARISING UNDER ANY THEORY OF LEGAL LIABILITY TO THE FULLEST EXTENT THAT END-USER MAY LEGALLY AGREE TO RELEASE TSCI FROM LIABILITY FOR SUCH DAMAGES, PROVIDED HOWEVER, THAT END-USER DOES NOT RELEASE TSCI FROM ANY LIABILITY ARISING SOLELY FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF TSCI (UNLESS ATTRIBUTED OR IMPUTED TO TSCI BY REASON OF ANY ACT OR OMISSION OF END-USER WHETHER AS AN AGENT OF TSCI OR OTHERWISE). IN THE EVENT TSCI IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE TO END-USER FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST TSCI FOR ALL SUCH MATTERS WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO TSCI BY END-USER FOR THE SERVICE TO WHICH A GIVEN CLAIM RELATES PROVIDED PURSUANT TO THIS AGREEMENT, AND RECOVERY OF THE AMOUNT IS END-USER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER, AND IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY OR REMEDY SET FORTH IN THIS AGREEMENT, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST TSCI WILL NOT INCLUDE ANY AMOUNTS FOR INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, LOST INCOME, OR LOST SAVINGS, OR FOR ANY AMOUNTS WITH RESPECT TO CLAIMS AGAINST TSCI, EVEN IF TSCI HAS BEEN ADVISED OF THE POSSIBILITY FOR SUCH DAMAGES.

End-User agrees to indemnify, defend and hold harmless TSCI, its successors and assigns, officers, directors, employees, agents vendors, credit bureaus and suppliers from and against any and all claims, suits, proceedings, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) brought or suffered by any third party arising or resulting from or otherwise in connection with information products provided by TSCI, any breach by End-User of any of its representations, warranties or agreements in this Agreement, or its negligence or willful misconduct.

TSCI nevertheless agrees to be responsible for actual damages to the extent of and maximum stated herein for third party claims directly resulting from TSCI's sole negligence in assembling the consumer report. TSCI does not guarantee End-User's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which End-User may rely in connection with its furnishing of reports. End-User understands that any documents, information, conversations or communications with any representative of TSCI regarding searches, verifications or other services offered by TSCI or use of such information by End-User are not to be considered legal counsel or legal opinion regarding such use. End-User agrees that it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information.

Term and Termination

The term of this Agreement shall begin on the date it is executed by End-User and shall be in effect for one (1) year beginning on the first day of the assigned date below and renewed automatically for one (1) year each year on its anniversary date, if no written notice is received by either party within thirty (30) days prior to end of term.

Either party may cancel this Agreement by giving ten (10) days' written notice to the other party. TSCI may terminate or revise the provisions of this Agreement immediately upon written notice if End-User is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if End-User undergoes a change in ownership. Termination of this Agreement by either party does not release End-User from its obligation to pay for services rendered or other responsibilities and agreements made.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to perform any provision, term or condition of this Agreement the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have fifteen (15) days from the receipt of such notice to cure the default(s). Unless waived by party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

During the term of this Agreement, TSCI will be the exclusive provider to the End-User except for services not provided herein.

Force Majeure

End-User agrees that TSCI is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent TSCI from meeting its obligations under this Agreement.

Waiver

The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant, or condition of this Agreement will not be construed as a waiver of subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

[SIGNATURE PAGE TO FOLLOW]

End-User Business Legal Name

Date

By (Signature of Owner or Authorized Officer Only)

Printed Name

Title

Address

Telephone / Fax

Email

TENANT SCREENING CENTER, INC.

Date

By (Signature of Authorized Officer Only)

Printed Name

Title

Address

Telephone / Fax

Email

**Addendum to Agreement for Service
Use of TransUnion Data - Consumer Reports**

This Addendum is between Tenant Screening Center, Inc. (“TSCI”) and [_____] (“End-User”) and is entered into on _____. This Addendum is entered into with End-User because TSCI will be providing a consumer report using data obtained from TransUnion LLC (“TransUnion Data”) to End-User pursuant to that certain Service Agreement dated _____ (“Agreement”). This Addendum merely supplements the existing Agreement between the parties with the specific guidelines and does not modify, amend or delete any existing term therein including terms of payment or other terms and conditions contained in the underlying Agreement. To the extent there is a discrepancy between the Agreement and this Addendum, this Addendum controls and amends any contradictory existing term in the End-User Agreement. This Addendum shall be incorporated into the Agreement, and the documents shall together be interpreted as the entire agreement of the parties.

1. End-User is a _____ (type of business) and has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The End-User certifies its permissible purpose as:
 - In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or
 - In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or
 - In accordance with the written instructions of the consumer; or
 - For a legitimate business need in connection with a business transaction that is initiated by the consumer, including, but not limited to, tenant screening; or
 - As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.
2. End-User certifies that End-User shall use the consumer reports: (a) solely for the Subscriber’s certified use(s); and (b) solely for End-User’s exclusive one-time use. End-User shall not request, obtain or use consumer reports 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 End-User’s own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by End-User only to End-User’s designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Consumer Reports in accordance with this Agreement. End-User shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.
3. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
4. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
5. End-User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End-User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between TSCI and its End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion

through TSCI, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.

6. With just cause, such as delinquency or violation of the terms of the End-User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User's agreement, TSCI may, upon its election, discontinue serving the End-User and cancel the agreement immediately.

7. To the extent End-User receives information from the Death Master File, End-User certifies that it meets the qualifications of a Certified Person under 15 CFR Part 1110.2 and that its access to the Death Master File (DMF) is appropriate because:

a. Certified Person: End-User has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty, and shall specify the basis for so certifying; and

b. Security: End-User has systems, facilities, and procedures in place to safeguard the accessed information; experience in maintaining the confidentiality, security, and appropriate use of the accessed information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to End-User; and

c. End-User shall not disclose information derived from the DMF to the consumer or any third party, unless clearly required by law.

d. Penalties: End-User acknowledges that failure to comply with the provisions above may subject TSCI to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.

e. Indemnification and Hold Harmless: End-User shall indemnify and hold harmless the TransUnion and the U.S. Government/NTIS from all claims, demands, damages, expenses, and losses, whether sounding in tort, contract or otherwise, arising from or in connection with End User's, or End User's employees, contractors, or subcontractors, use of the DMF. This provision shall survive termination of the Agreement and will include any and all claims or liabilities arising from intellectual property rights

f. Liability: Neither TransUnion nor the U.S. Government/NTIS (a) make any warranty, express or implied, with respect to information provided under this Section of the Policy, including, but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume any liability for any direct, indirect or consequential damages flowing from any use of any part of the DMF, including infringement of third party intellectual property rights; and (c) assume any liability for any errors or omissions in the DMF. The DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, does not guarantee the accuracy of the DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on the DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the DMF.

If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the DMF), the individual should be told to contact to their local Social Security office (with proof) to have the error corrected. The local Social Security office will:

i. Make the correction to the main NUMIDENT file at SSA and give the individual a verification document of SSA's current records to use to show any company, recipient/purchaser of the DMF that has the error; OR,

ii. Find that SSA already has the correct information on the main NUMIDENT file and DMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company subscriber/ purchaser of the DMF that had the error.

8. End-User will request Scores only for End User's exclusive use. End-User may store Scores solely for End-User's own use in furtherance of End-User's original purpose for obtaining the Scores. End-User shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence 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 End-User with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of End User who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to End-User and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.

9. End-User certifies that End-User has direct knowledge of all facts certified.

IN WITNESS WHEREOF, End-User and TSCI have reviewed the contents of this Addendum prior to execution and each has caused this Addendum to be executed by its duly authorized representative on the date below.

_____ (“End-User”)

Printed Name of Signatory

Title

Signature of Owner or Authorized Officer

Date

Address

Tenant Screening Services Inc. (“TSCI”)

Name: _____

Title: _____

Date: _____

Access Security Requirements

The parties acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, End-User agrees to the following:

1. End-User will take reasonable procedures to protect its account number and password so that only key personnel employed by your company know this sensitive information, including not posting this information anywhere in the facility. End-User agrees to change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties.
2. End-User agrees that system access software, whether developed by your company or purchased from a third party vendor, will have End-User's account number and password "hidden" or embedded and be known only by supervisory personnel. End-User will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, End-User will change its password immediately.
3. End-User agrees it will not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee of TSCI.
4. End-User will restrict the ability to obtain consumer information to a few key personnel.
5. End-User agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them.
6. End-User agrees it will turn off and lock all devices or systems used to obtain consumer information.
7. End-User will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them.
8. End-User agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
9. End-User agrees to notify its employees that End-User can access credit information only for the permissible purposes listed in the Fair Credit Reporting Act.

I agree to implement and adhere to the above controls.

Date

Signature

Company Name

Print Name / Title

Documents Required Before Requesting Credit Report Information

Before End-User will be allowed to access credit report information, TSCI requires that End-User provide one (1) of the following (if End-User is not publicly traded):

1. Business license status from a government web site (please include entire web page print out);
2. Business license, copy or documented verification;
3. Documented corporation verification with state or federal government;
4. Copy of Articles of Incorporation with proof of filing;
5. State and/or federal tax records originating from the state or federal government;
6. FDIC Certification; or
7. 501(c)(3) certificate for non-profit originations.

If End-User is a publicly traded company, the following items are acceptable methods for verifying that the End-User is a bona fide entity:

1. Documentation of ticker symbol information from trading website;
2. Certified copy of audited annual or quarterly statements submitted to the SEC.

REQUEST FOR BANK REFERENCE

_____	_____
Bank Name	Bank Phone Number
_____	_____
Bank Address	Bank Fax Number

TO BE COMPLETED BY BANK ACCOUNT HOLDER

I authorize the above-named bank to release information on the following bank account that is needed to complete the application process for our business, _____, to do business with Tenant Screening Center, Inc., a consumer reporting agency:

Account Number: _____ Account Name: _____
 Routing Number: _____

_____	_____
Signature of Business Owner / Officer	Date

_____	_____
Print Name	Title

TO BE COMPLETED BY THE BANK

Please provide the following information:

- 1) **Type of Account:** _____
- 2) **Date Account Opened:** _____
- 3) **Name and Address on Account:** _____

_____	_____
Signature of Authorized Bank Officer	Date

_____	_____
Print Name	Title

Please fax your response on your letterhead at your earliest convenience to:

Tenant Screening Center, Inc.
 6570 Oakmont Drive, Suite B
 Santa Rosa, CA 95409
 Phone: (707) 578-5533
 (800) 523-2381
 Fax: (707) 544-8861
 (800) 799-8861

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed for bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681 - 1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

You must be told if information in your file has been used against you.

Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently.

There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.

You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

Inaccurate information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.**

If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.

You can dispute inaccurate items with the source of the information. If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.

- ❑ **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- ❑ **Access to your file is limited.** A CRA may provide information about you only to those who have a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- ❑ **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- ❑ **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- ❑ **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

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

FOR QUESTIONS OR CONCERNS REGARDING:

PLEASE CONTACT:

CRA's, creditors and others not listed below

Federal Trade Commission
Consumer Response Center - FCRA

Washington, DC 20580 *202-326-3761

National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)

Office of the Comptroller of the Currency
Compliance Management Mail Stop 6-6
Washington, DC 20219 * 800-613-6743

Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)

Federal Reserve Board
Division of Consumer & Community Affairs
Washington, DC 20551 * 202-452-3693

Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)

Office of Thrift Supervision
Consumer Programs
Washington, DC 20552 * 800-842-6929

Federal credit unions (words "Federal Credit Union" appear in institution's name)

National Credit Union Administration
1775 Duke Street
Alexandria, VA 22314 * 703-518-6360

State-chartered banks that are not members of the Federal Reserve System

Federal Deposit Insurance Corporation
Division of Compliance & Consumer Affairs
Washington, DC 20429 * 800-934-FDIC

Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission

Department of Transportation
Office of Financial Management
Washington, DC 20590 * 202-366-1306

Activities subject to the Packers and Stockyards Act, 1921

Department of Agriculture
Office of Deputy Administrator - GIPSA
Washington, DC 20250 * 202-720-7051

NOTICE TO USERS OF INFORMATION: OBLIGATIONS OF USERS UNDER THE FCRA
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 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

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

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

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If transunion.com Page 3 of 6 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 selfregulatory 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 transunion.com Page 5 of 6 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

A Summary of Your Rights Under California Civil Code 1786.22

(a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during

normal business hours and on reasonable notice.

(b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:

- In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.

- By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.

- A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.

(c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to

identify a person. Such information includes documents such as a valid driver's license, social security account number,

military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning

the consumer's employment and personal or family history in order to verify his identity.

(d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.

(e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in

files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for

visual inspection as required under Section 1786.22.

(f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable

identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

Resumen de sus Derechos bajo el Código Civil 1786.22 En California

(A) Una agencia de reporte del consumidor investigativo deberá proporcionar los archivos y la información requerida bajo la Sección 1786.10 durante el horario normal y con un preaviso razonable.

(B) Archivos mantenidos sobre un consumidor deberá estar disponible para la inspección visual del consumidor, de la siguiente manera:

- Personalmente, si aparece en persona y proporciona una identificación apropiada. Una copia de su expediente estará también a disposición del consumidor por un precio no superior a los costos actuales de servicios proveídos para duplicación.

- Por correo certificado, si se hace una solicitud por escrito, con identificación propia, para las copias que se enviarán a un destino específico. Las agencias de reporte del consumidor investigativo que cumplan con las solicitudes de envíos certificados bajo esta sección no serán responsables por la divulgación a terceros que resulten por mal manejo de dichos correos después de dejar las agencias de investigación del consumidor.

- Un resumen de toda la información contenida en los archivos de un consumidor y requiere que se facilite bajo la Sección 1786.10 se facilitará por teléfono, si es que el consumidor hizo una solicitud por escrito con la identificación apropiada para obtener dicha información por medio telefónico, y en caso de que el consumidor llame por teléfono por cobrar a la agencia de informes del consumidor investigativas, los cargos serán transmitidos directamente al consumidor.

(C) El término "identificación adecuada" tal como se utiliza en la subdivisión (b), se entenderá que la información generalmente se considera suficiente para identificar a una persona. Dicha información incluye documentos tales como licencia de conducir válida, su número de seguro social, tarjeta de identificación militar, y las tarjetas de crédito. Sólo si el consumidor no puede identificarse razonablemente con la información descrita anteriormente, puede una agencia de reporte del consumidor investigativo requerir información adicional sobre el empleo del consumidor y de la historia personal o familiar con el fin de verificar su identidad.

(D) La agencia de reporte del consumidor investigativo deberá proporcionar personal capacitado para explicar al consumidor toda la información proporcionada al consumidor conforme a la Sección 1786.10.

(E) La agencia de reporte del consumidor investigativo deberá presentar una explicación por escrito de cualquier información codificada contenida en los archivos mantenidos en un consumidor. Esta explicación escrita se distribuye cada vez que un archivo se proporciona a un consumidor por inspección visual como se requiere bajo la Sección 1786,22.

(F) El consumidor se le permitirá ir acompañado de otra persona de su elección, que deberá presentar una identificación razonable. Una agencia de informes del consumidor de investigación puede requerir que el consumidor presente una declaración por escrito dando permiso a la agencia de informes del consumidor para discutir el expediente del consumidor en presencia de esa persona.