



**CONTRACTS AND AGREEMENTS
FOR EMPLOYERS**

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CREDIT BUREAU, INC. Service Contract

In order to cooperate with other business and professional people in the confidential dissemination of credit information, the undersigned (hereinafter referred to as the SUBSCRIBER) petitions the Credit Bureau named below (hereinafter referred to as the Credit Bureau) for the use of its services upon the basis outlined below, and if accepted by said Credit Bureau as a member or Subscriber, agrees that the following shall constitute a service contract between the SUBSCRIBER and the Credit Bureau.

THE SUBSCRIBER CERTIFIES AND AGREES:

1. **Membership and Service Fees:**

- A. To pay herewith the sum of twenty-five Dollars, (\$25.00), as an initial fee, for which the SUBSCRIBER is to receive membership application processing.
- B. To pay each month a membership fee of ten dollars, (\$10.00) which shall be in addition to the regular service charges, for which the SUBSCRIBER is to receive member services and member price considerations.
- C. To pay dues and service charges at the prevailing price schedule as applied by the Credit Bureau, Inc.
- D. That all bills for credit reporting products are due and payable by the fifteenth of the month following billing.

2. **FCRA Compliance:** The SUBSCRIBER will comply with all the provisions of Public Law 91-508 (Fair Credit Reporting Act) and all other applicable statutes, both state and federal.

A. **Permissible Purpose:** That each time a request for information or a credit report is made of the Credit Bureau, the SUBSCRIBER'S representative authorized to make such a request will use the information or report solely for a permissible purpose, namely:

- (1) 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
- (2) For employment purposes; and Subscriber agrees to make the employment certification described in section B, "Employment Purposes" below; or
- (3) In connection with the underwriting of insurance involving the consumer or
- (4) In connection with a legitimate business need for the information in connection with a business transaction initiated by the consumer or to review an account to determine whether the consumer continues to meet the terms of the account; and the SUBSCRIBER agrees to identify to the Credit Bureau each request at the time such report is ordered, and to certify the legitimate business need for such report; or
- (5) In connection with a determination of the 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; or
- (6) As a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation.

B. **Employee Reports:** Reports on employees will be requested only by the SUBSCRIBER'S designated representatives. SUBSCRIBER and SUBSCRIBER Employees will be forbidden to attempt to obtain reports on themselves, associates, or other person except in the exercise of their official duties.

That each time a request for information or a consumer credit report or investigative consumer report is made of Credit Bureau, Inc. for employment purposes it will **a)** specifically notify CBI that it is ordering a report for employment purposes and **b)** comply with §604 of the FCRA, namely: **(1)** the consumer has been given a clear and conspicuous written notice, in advance (in a document that consists solely of the disclosure), that a consumer report may be requested for employment purposes; **(2)** the consumer has authorized the SUBSCRIBER, in writing, to procure the report; **(3)** the information in the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation; **(4)** before taking adverse action, in whole or in part on the report, SUBSCRIBER will provide the consumer a copy of the credit report and a description of the consumers rights under the FCRA.

(Non-Compliance Liability Notice: Public Law 91-508 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.)

3. **Data Furnishing:** Subscriber agrees to furnish the Credit Bureau with written or oral information providing the following data:

- A. The names and addresses of customers whose accounts have been restrained or closed by SUBSCRIBER (and the reasons therefore); or placed for collection; or repossessed; or charged off as a loss; and no later than 90 days after furnishing such information, provide the month and year of the commencement of the delinquency that immediately preceded the action.
- B. Information on active and inactive accounts, including notification when a customer voluntarily closes an account, in information regularly furnished for the period in which the account is closed.
- C. Notice of any dispute by customers of the completeness or accuracy of any information furnished to the Credit Bureau.
- D. Any pertinent other information to make the Credit Bureau's files more complete, immediately when requested by the Credit Bureau.

E. Such pertinent information on present or former employees as may be requested by the Credit Bureau.

4. That SUBSCRIBER will provide prompt, accurate and complete information at the time of transmission and will comply with Sec.623 of the FCRA.

SUBSCRIBER may discuss information received from the Credit Bureau with the consumer in the event SUBSCRIBER declines or takes adverse action regarding the consumer. In the event of disclosure to the consumer by SUBSCRIBER, the Credit Bureau shall be held harmless from: any liability, damages, cost or expense including reasonable attorney's fees resulting therefrom. The Credit Bureau shall not be liable in any manner whatsoever for any loss or injury to SUBSCRIBER resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information, such information being based, however, upon reports obtained from sources considered by the Credit Bureau to be reliable.

5. To furnish data which is believed to have been or which could be used for fraudulent purposes to Credit Bureau for inclusion and reporting in Equifax Credit Information Services, Inc. SAFESCAN System for as long as information is provided from that system. Such data shall include but not be limited to consumer names, aliases, Social Security number, addresses (current and former), and telephone numbers (business and residential). The SUBSCRIBER may also include the addresses of known mail receiving services, hotels/motels, campgrounds, storage facilities, telephone answering services, check cashing facilities and prisons.

6. That an application alert message from Equifax Credit Information Services, Inc., SAFESCAN System will be used as an indication that the application information should be totally verified prior to a business decision and the decision will not be based upon the alert message until such verification procedure is exhausted and it is clear the information supplied applies to the consumer who has made the application for credit or employment. SUBSCRIBER also understands and agrees that data from the SAFESCAN System is proprietary to ECIS, Inc. and shall not be used as a component of any data base or file built or maintained by SUBSCRIBER. The use of such data shall be limited to the specific transaction for which the alert message is provided. SUBSCRIBER understands that the information supplied by ECIS, Inc., SAFESCAN System may or may not apply to the consumer who has made the application to SUBSCRIBER for credit or employment.

THE CREDIT BUREAU AGREES:

- 1. To maintain files on individuals, firms or corporations, recording information furnished by its members or SUBSCRIBERS or obtained from other available sources.
- 2. To furnish all available pertinent information on individuals firms or corporations, including but not limited to: identifying information, credit history, and employment and public record information in file. Such information is being furnished at the special request of SUBSCRIBER, as evidenced by the signature on this application.
- 3. The Credit Bureau will not provide a record of inquiries in connection with credit or insurance transactions not initiated by the consumer.

IT IS FURTHER MUTUALLY AGREED that the Credit Bureau and the SUBSCRIBER shall each be liable to any third party claimant for its own acts of negligence with regard to the performance of its duties hereunder and each shall indemnify and hold harmless the other for and from all such third party claims, including any costs and expenses and reasonable attorney fees, arising on account of its acts of negligence, or on account of its failure to perform any of its obligations hereunder, incurred by the other in connection therewith.

It is agreed this Service Contract shall remain in force and effect for one (1) year from the date accepted and renewed from year to year thereafter unless either party elects to cancel the Contract at any time upon at least sixty days notice. **The signing party attests to their authority to contract for Subscriber and Companies, Branches, Sub-offices, etc. where applicable.** Credit Bureau, Inc. may cancel the contract immediately if it determines the requirements of the Contract or any compliance requirements of state or federal statutes referred to herein, have not been met. Further, the service contract may be terminated if invoices hereunder are not paid as of the due date.

SUBSCRIBER acknowledges receipt of FTC prescribed "Notice to Furnisher of Information" and "Notice to Users of Consumer Reports".

Dated at _____, this _____ day of _____ 2002 _____

Subscriber _____ Type of Business _____

Address _____ Telephone _____

_____ Fax _____

Contracting Agent / Title: _____

Names of Authorized Personnel for Credit Information: _____

Accepted by: _____ Membership Type: _____ Subscriber Code Assigned: _____

Credit Bureau, Inc. 226-D Broadway Ave. Jackson Square Oak Ridge, Tennessee 37830

Credit Bureau, Inc. ♦ 226-D Jackson Sq. Broadway ♦ P.O. Box 5226 Oak Ridge, TN. 37830

Phone (865) 482-1722 ♦ Fax (865) 481-3894



Appendix B to Part 601 – Prescribed Notice of Furnisher Responsibilities

This appendix prescribes the content of the required notice.

**NOTICES TO FURNISHERS OF INFORMATION:
OBLIGATIONS OF FURNISHERS UNDER THE FCRA**

The federal Fair Credit Reporting Act (FCRA), as amended, imposed responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA. State law may impose additional requirements. All furnishers of information to CRAs should become familiar with the law and may want to consult with their counsel to ensure that they are in compliance. The FCRA, 15 U.S.C. 1681 – 1681u, is set forth in full at the Federal Trade Commission’s web site (<http://www.ftc.gov>). Section 623 imposes the following duties:

General prohibition on reporting inaccurate information:

The FCRA prohibits information furnishers from providing information to a consumer reporting agency (CRA) that they know (or consciously avoid knowing) is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specified an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 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 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)

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. *Sections 623(b)(1)(A) and (b)(1)(B)*
- Report the results to the **CRA**, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all **CRA**s to which the furnisher provided the information that compile and maintain files on a nationwide basis. *Sections 623(b)(1)(C) and (b)(1)(D)*
- Complete the above within 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)*

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 furnishes information to one or more **CRA**s must report this fact when it provides information to **CRA**s 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)*

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Appendix C to Part 601 – Prescribed Notice of User Responsibilities

This appendix prescribes the content of the required notice.

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

The federal Fair Credit Reporting Act (**FCRA**) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. This 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. The **FCRA**, 15 U.S.C.1681 –1681u, is set forth in full at the Federal Trade Commission’s Internet web site (<http://www.ftc.gov>).

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

In addition, creditors, and insurers may obtain certain consumer report information for the purpose of making unsolicited offers of credit or insurance. The particular obligations of users of this “prescreened” information are described in Section V.

B. Users Must Provide Certifications

Section 604(f) of the **FCRA** prohibits any person from obtaining a consumer report from a consumer reporting agency (**CRA**) unless the person has certified to the **CRA** (by a general or specific certification, as

appropriate) the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603 of the **FCRA**. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact – such as unfavorably changing credit or contract terms or conditions, denying or canceling credit or insurance, offering credit on less favorable terms than requested, or denying employment or promotion.

1. Adverse Actions Based on Information Obtained From a CRA

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

- The name, address, and telephone number 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 requests the report within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the **CRA** the accuracy or completeness of any information provided by the **CRA**.

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

If a person 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) of the **FCRA** requires that the user clearly and accurately disclose to the consumer his or her right to obtain disclosure of the nature of the information that was relied upon by making a written request within 60 days of the 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 notification must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b)(2).)

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

If information from a **CRA** is used for employment purposes, the user has specific duties, which are set forth

in section 604(b) of the **FCRA**. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain prior written authorization from the consumer.
- Certify to the **CRA** that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and summary of the consumer's rights will be provided to the consumer
- Before taking an adverse action, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the **CRA**, because Section 604(b)(1)(B) of the **FCRA** requires **CRA's** to provide a copy of the summary with each consumer report obtained for employment purposes.)

III. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS.

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interview. 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 of the **FCRA** requires the following:

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

IV. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION

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

V. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The **FCRA** permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(I) and 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining a list of consumers from a **CRA** who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and 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 sell of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the **CRA** that provided the report. This statement must include the address and toll-free number of the appropriate notification system.

VI. OBLIGATIONS OF RESELLERS

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

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

VII. LIABILITY FOR VIOLATIONS OF THE FCRA

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

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CREDIT BUREAU, INC.

226D Broadway
P.O. Box 5226
Oak Ridge, Tennessee 37831
(865) 482-1722. FAX (865) 481-3894

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

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

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

Customer: _____

Signed By: _____

Printed Name and Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

**Maintain a copy for your records and return by fax or mail:
Credit Bureau, Inc.
P.O. Box 5226
Oak Ridge, TN 37831
Fax: 865-481-3894**



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

§ 2480e. Consumer consent

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

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

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

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

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

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

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

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

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

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

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



Credit Bureau, Inc. – EMPLOYMENT SCREENING SERVICES
Customer Service Agreement

CUSTOMER: _____ CODE #: _____

The undersigned customer ("Customer") desires to use the employment screening services of Credit Bureau, Inc., dba Employment Screening Services ("ESS") and agrees that all reports ordered, submitted and/or used will be in accordance with the following terms and conditions in this Customer Service Agreement ("Agreement"):

- 1. Customer agrees to pay ESS in accordance with ESS's Schedule of Charges now or subsequently established and within the time specified in ESS invoices.
2. Customer and ESS agree to comply with all laws and regulations, including, without limitation, the Fair Credit Reporting Act, as amended ("Act") as may be applicable to consumer reporting.
3. All information received by Customer will be used exclusively by Customer and, as certified hereby, will be requested from ESS only for a permissible purpose, as defined by the Act, and checked below, and for no other purpose:
- Employment purposes;
- In connection with a legitimate business transaction initiated by the consumer (e.g. tenant screening);
- In connection with the underwriting of insurance involving the consumer; or
- In connection with a determination of the 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.
4. When any report (i.e. credit, criminal, investigative) is ordered for employment purposes, Customer certifies that: 1) the applicant has authorized, in writing, the procurement of the report(s); 2) the FCRA Notice, or substantially similar form, has been provided to and signed by the applicant; 3) the applicant has been provided with a copy of the FTC "Summary of Your Rights Under the Fair Credit Reporting Act," 4) via the FCRA Disclosure, or substantially similar form, the applicant has been provided with a clear and conspicuous disclosure, in writing, in a document consisting solely of the disclosure, stating that a consumer report may be obtained for employment purposes; 5) in the event any adverse action is to be taken which is based in whole or in part on the report(s), before taking such action, the applicant will be provided with a copy of the report(s) including the written summary of a consumer's rights under the Act; and 6) information from the report(s) will not be used in violation of any applicable federal or state equal opportunity law or regulation.

Further, and with respect only to investigative consumer reports ordered for a permissible purpose other than employment, in lieu of steps 4, 5 and 6 herein above, and in addition to steps 1, 2 and 3, Customer certifies that 4a) upon the applicant's written inquiry received within a reasonable period of time after the applicant's receipt of the FCRA Notice, the applicant will, within 5 days after receipt of said inquiry, be provided with a written, complete and accurate disclosure of the nature and scope of the requested investigation; and, 5a) in the event any adverse action is taken based in whole or in part on the report(s), the applicant will be notified of such action in accordance with the Act. Each request for a report will be made in accordance with ESS Operating Guide and policies and shall be accompanied by the ESS CUSTOMER CERTIFICATION.

- 5. Customer will keep all reports, whether oral or written, strictly confidential, and except as required by law, reveal no information from such reports to

any other person except any person whose duty requires him or her to participate in the decision for the transaction for which the report was ordered. If the person being reported upon or his authorized representative requests information concerning the report, such request will be honored and forwarded to ESS in accordance with the Act or other applicable laws. Customer agrees to fully cooperate with and assist ESS, and to provide any pertinent information ESS may request, in connection with any reinvestigation or verification of information concerning an individual.

- 6. The Customer recognizes that information in reports prepared by ESS, its affiliates and divisions, or subcontractors is obtained from and processed by fallible sources (human and otherwise) and that for the fee charged, ESS cannot be held liable, either as an insurer or a guarantor, for the accuracy of the information reported. Customer agrees to release, defend and hold ESS and its affiliated companies and divisions, and their respective officers, directors, agents, employees, shareholders and independent contractors harmless from liability for any alleged negligence, but not for willful misconduct, in connection with the preparation, submission or dissemination of any report or any information contained in any such report from ESS and from any loss or expense, including actual, incidental or consequential damages, alleged to be suffered by Customer resulting directly or indirectly from a report prepared or distributed by ESS or any of its affiliated companies and divisions under the terms of this Agreement.
7. Customer understands that the Act provides that any person who knowingly and willfully obtains information on an individual from a "consumer reporting agency", like ESS, under false pretenses shall be subject to criminal fine and/or imprisonment, and that willful or negligent noncompliance may result in civil liability.
8. Customer agrees that it will not distribute, disseminate or sell any information received from ESS to any third party without the prior written consent of ESS and having executed an ESS Reseller Service Agreement. Customer's employees shall not obtain reports on themselves, their associates or any other person except in the exercise of their official duties on behalf of Customer and subject to all other terms and conditions contained herein.
9. Customer agrees to indemnify, defend and hold ESS, and its affiliated companies and divisions, and their respective officers, directors, agents, employees, shareholders and independent contractors harmless on account of any and all claims, demands, suits, actions, costs, expenses (including reasonable attorney fees), damages and causes of action arising, or alleged to arise, as a result of Customer's breach of, or failure to observe, any of the duties and obligations referenced herein or as may be required by law.
10. This Agreement shall continue in force from year to year without the necessity of renewal, but may be canceled by either party by giving thirty (30) days notice in writing; provided, however, if Customer is delinquent in the payment of any obligation to ESS or either party violates any of the terms or conditions hereof, the party not at fault may, at its election, cancel this Agreement immediately upon written notice mailed or telecopied to the other party.
11. The parties acknowledge the special and unique purposes of this Agreement and, therefore, agree that, notwithstanding any other provision to the contrary, neither this Agreement nor any of the rights or obligations hereunder shall be assignable by Customer without the prior written consent of ESS, which consent shall not be unreasonably withheld.

12. The parties agree that in the event of any claim, dispute or disagreement between the parties as to any matter concerning this Agreement, the claim, dispute or disagreement shall be submitted to the decision and award of three (3) arbitrators in Lucas County, State of Ohio, pursuant to the rules of the American Arbitration Association. One arbitrator shall be appointed by each of the parties hereto and the two arbitrators so appointed shall appoint the third arbitrator. The written decision and award signed by a majority of the arbitrators shall be binding and conclusive on both parties. Neither party shall institute any action concerning this Agreement in any court.
13. This Agreement shall be construed under and in accordance with Ohio law.
14. The invalidity or unenforceability of any particular provision of this Agreement shall not effect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
15. This Agreement contains all of the understandings of the parties hereto

and any amendment hereof must be in writing signed by both parties. This Agreement is binding upon the parties and their respective successors, heirs or assigns.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE PARTIES COVENANT AND AGREE THAT IN THE EVENT OF ANY ALLEGED BREACH BY ESS UNDER THIS AGREEMENT, ESS'S LIABILITY SHALL BE STRICTLY LIMITED TO THE FEE CHARGED TO AND PAID BY CUSTOMER FOR THE REPORTS GENERATED HEREUNDER BY ESS AND ALLEGED TO BE INACCURATE.

ACKNOWLEDGMENT: By signing below, Customer hereby acknowledges the receipt of the Federal Trade Commission Notice to Users as prescribed by the Act and which accompanied this Agreement

Customer: _____

Street Address: _____

City/State/Zip: _____

Type of Business: _____ Telephone: _____

Date: _____ By: _____

(Signature)

(Title)

ACCEPTED: Employment Screening Services (a division of CBI Companies) – Oak Ridge, TN

Date: _____ By _____

(Signature)

(Title)

FORM 554/REV. 1/98



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 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 a notice of 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 and fifty cents.
- **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 to submit, unless your dispute is frivolous. 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 investigation, and 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. 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 people with 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 phone 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. **The FCRA gives several different federal agencies authority to enforce the FCRA:**

FOR QUESTIONS FOR CONCERNS REGARDING:	PLEASE CONTACT:
CRAs, 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 20522 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 of Interstate commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20690 * 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



CREDIT BUREAU, INC.

226D Broadway
P.O. Box 5226
Oak Ridge, Tennessee 37831
(865) 482-1722. FAX (865) 481-3894

Form 222
Rev. 7/98

FAIR CREDIT REPORTING ACT NOTICE AND AUTHORIZATION

This is to inform you that as part of our procedure for processing your employment application, employment review or security clearance, we may obtain a Consumer Report and/or an Investigative Consumer Report which includes information as to your character, general reputation, personal characteristics and mode of living. If an investigative report is requested, you have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation. By signing below, you acknowledge receipt of a copy of the foregoing notice and a copy of the "Summary of Your Rights under the Fair Credit Reporting Act" and provide authorization for release of requested information required for processing and completion of your application.

Applicant: _____
Please print full name

Applicant's Signature: _____



CREDIT BUREAU, INC.

226D Broadway
P.O. Box 5226
Oak Ridge, Tennessee 37831
(865) 482-1722. FAX (865) 481-3894

**EMPLOYMENT SCREENING SERVICES
ESS REPORT REQUEST**

Requested by: _____

APPLICANT INFORMATION: *(Please print all information)*

LAST NAME: _____ FIRST: _____ MIDDLE: _____ *MAIDEN: _____

CURRENT ADDRESS: _____
STREET ADDRESS CITY STATE ZIP

PREVIOUS ADDRESS: _____
STREET ADDRESS CITY STATE ZIP

SOCIAL SECURITY NO.: _____ *MALE: _____ *FEMALE: _____

CURRENT EMPLOYER: _____
NAME CITY/STATE/ZIP HIRE DATE POSITION PHONE NO.

PREVIOUS EMPLOYER: _____
NAME CITY/STATE/ZIP PHONE NO.

POSITION DATE OF EMPLOYMENT DEPT. SUPERVISOR

PREVIOUS EMPLOYER: _____
NAME CITY/STATE/ZIP PHONE NO.

POSITION DATE OF EMPLOYMENT DEPT. SUPERVISOR

PREVIOUS EMPLOYER: _____
NAME CITY/STATE/ZIP PHONE NO.

POSITION DATE OF EMPLOYMENT DEPT. SUPERVISOR

DRIVER'S LICENSE NO.: _____ STATE: _____

APPLICANT AUTHORIZATION

Without reservation, I authorize this employer or any party or agency contacted by this employer to procure my consumer report and/or to obtain or furnish information concerning my credit, criminal, motor vehicle, and other history. I understand that inquiries may be made to various federal and state agencies, employers, references, acquaintances and others seeking information as to my personal characteristics, credit worthiness, employment status, general reputation, and mode of living.

PRINT FULL NAME: _____

SOCIAL SECURITY NO.: _____ *DATE OF BIRTH: _____

SIGNATURE: _____

*This information is requested by CBI Employment Screening Services solely for purposes of ensuring accurate retrieval of records.

Credit Bureau, Inc.

Confirmation of compliance according to section 604
Of the Fair Credit Reporting Act.

Date: _____

By: _____



OFAC ALERT ADDENDUM - EPORT (System Affiliate)

This Addendum is made this ____ day of ____, by and between, Credit Bureau, Inc. and the undersigned customer (“Customer”), in order to supplement the existing Service Agreement (the “Agreement”) between the parties.

WHEREAS, Credit Bureau, Inc. and Customer entered into the Agreement under which Credit Bureau, Inc. provides Information Services to Customer; and

WHEREAS, the parties now desire to amend the Agreement so that Customer may receive, as available, OFAC Alert Service, provided by Equifax Information Services LLC (“Equifax”), and sold by Credit Bureau, Inc. subject to the terms and conditions of the Agreement and this Addendum.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. OFAC Alert.

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

II. Real Time Screening and Notification.

Equifax Information Services LLC will screen all existing Customer traffic against the OFAC Alert database in real time fashion and will notify the Customer of OFAC Alerts by one of three possible delivery methods a) nightly, via e-mail, to at least two, up to five Compliance contacts b) on-screen to Customer, with sub-second delivery of the OFAC Alert results c) both (a) and (b) above.

III. Release and Limitation of Liability Language in the Agreement Applicable to Compliance Data Center, Inc.

OFAC Alert is provided through Equifax’s Affiliate, Compliance Data Center, Inc. (“CDC”). Customer agrees that all release, disclaimer and limitation of liability language in the Agreement applicable to Credit Bureau, Inc. and Equifax applies equally to CDC.

IV. Fees for OFAC Alert

Customer agrees to pay Credit Bureau, Inc. the current standard per transaction pricing for OFAC Alert.

V. Incorporation and Ratification

Except as specifically amended and modified by this Addendum, all other terms of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

Customer:

Address:

Signed by:

Printed Name:

Title:

Date:

Credit Bureau, Inc.

**226D Broadway
Oak Ridge, TN 37830**

Signed by: _____

Printed Name: _____

Title: _____

Date: _____