



## Terms of Service

The following terms and conditions govern the agreement between Security Hut Inc., Secur-A-Fact, and [www.securityhut.com](http://www.securityhut.com) (for the purpose of this agreement to be collectively known herein as Security Hut), and the entity ("Customer") identified on the General Agreement and Wavier ("Customer Application"), which is incorporated by reference herein. This agreement governs the use of Security Hut's services, including the online services available at [www.securityhut.com](http://www.securityhut.com) and all materials, information, products or records made available by Security Hut to the Customer. This entire agreement consists of the Customer Application, current prices and the Terms of Service (collectively referred to as the "Agreement"). By signing the Customer Application, Security Hut and Customer agree to the following:

**1. Services:** Customer hereby requests the Services and warrants that this request is made by its authorized representative and authorizes Security Hut to perform searches on Customer's behalf. Security Hut provides access to public, non-public information and other related services. Customer agrees to pay Security Hut applicable fees, rates and charges for all Services provided or ordered plus any additional related fees and charges to these services. Services may be changed without notice and continued use of Services by Customer following these changes constitutes acceptance of the change. Services are defined herein as any and all information provided by Security Hut to the Customer, as well as acts of procuring, compiling, collecting, interpreting, reporting, communicating or otherwise delivering any and all information to the Customer, this includes responses of "no record found".

**2. License and Scope of Use:** Customer is granted a nonexclusive, nontransferable, limited license to access and use of Services for internal purposes. This extends license extends use and access to all of Customer's offices provided each agrees to be bound by terms and conditions contained herein. Customer is prohibited from selling, transferring, publishing, or sublicensing the Services or any information retrieved from the Services. Customer may not directly or indirectly compile, store, or maintain any information retrieved from the Services to develop its own database.

**3. Charges to Customer:** Customer agrees to pay each month the aggregate amount for Services provided as set forth on the current pricing list. For each response to a request for information, including "no record found," Customer agrees to pay Security Hut the applicable fee for Services rendered to the Customer. Customer shall pay Security Hut prices as updated from time to time through electronic announcements and notifications, published price lists and as posted on [www.securityhut.com](http://www.securityhut.com), which are herein incorporated. Security Hut reserves the right to charge interest and/or late fees to Customer for unpaid balances beginning thirty (30) days from the date of any invoice for Services at a rate of 1.5% or the maximum interest permitted by law on the unpaid balance for each month or portion thereof payment is not received. If account goes to collection Customer agrees to pay all collection expenses, including attorneys' fees and court costs. Customer agrees that providing credit card information and submitting it to Security Hut represents a legal authorization to debit the card for Services placed or for non-payment per the above terms. Customer agrees that prices for Services are subject to change without notice, although Security Hut 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. Security Hut may suspend, disrupt or terminate Customer's access to Services and its account and any ID issued to Customer if payments to Security Hut for the services provided become past due.

**4. Term and Termination:** This Agreement shall continue until terminated. Either party may terminate this Agreement if the other party violates any term or condition of this Agreement and fails to cure said violation within thirty (30) days following receipt of notice thereof from the other party or if the other party (1) terminates or suspends its business; (2) becomes subject to any bankruptcy or insolvency proceeding under state or federal law; or (3) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority. Security Hut may terminate this Agreement if Customer defaults in payment, or terminate Customers access to Services if Security Hut is no longer authorized by providers to deliver the Services. Customer may terminate its

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Security Hut Inc.  
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access to the Services with prior written notice to Security Hut if any changes made in Services are unacceptable. Security Hut or its suppliers may suspend, disrupt, terminate or discontinue providing the Services to Customer with or without notice, although Security Hut will make every reasonable effort to give notice of such change before it becomes effective. Termination of this Agreement by either party does not release Customer from its obligation to pay for Services Rendered.

**5. Access to Services:** Customer will be provided a unique username and password as well as company ID # from Security Hut to access and use the Services which must be kept confidential. Each ID will be for personal use of a single employee only. Customer shall not distribute or divulge a valid sign-on ID and/or password to anyone. Authorized Agent must request additional IDs for new authorized users in writing. Customer is responsible for all charges as they relate to use and activity charged on its sign-on IDs. Security Hut retains the right to change any sign on ID and/or password at its discretion and notify Customer sufficiently in advance so as not to interfere with Customer's authorized continued use of Services. Access to Services must be discontinued simultaneously for any employee, with the end of that employee's employment with Customer. Customer shall be liable, and indemnify Security Hut, for all fees and loss or damage caused by or resulting from continued use of Customer's sign-on ID(s) by terminated employees. Customer agrees to immediately notify Security Hut if a security breach has occurred or if it suspected that a breach may have occurred.

Services provided online are accessed electronically, third party software, sometimes called "spyware", can infect a user's computer and capture data without permission. Security Hut is not responsible if any confidential data of Customer or its agents is compromised in this manner. In order to protect its own data, Security Hut reserves the right, without notice, to suspend access to any electronic services by any user or agent whose computer is infected in this manner until the infection is removed.

**6. Customer Certifications:** Customer agrees and certifies to the following:

(a) Customer shall ensure that it obtains a signed authorization and release form from the subject of

their search PRIOR to running a search, if the search is for employment, housing or other purposes covered by the FCRA. Customer agrees to keep copies of these releases for five (5) years and to provide copies of signed releases to Security Hut when requested.

(b) Customer certifies that it will request, receive and use the Services in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to, the Fair Credit Reporting Act ("FCRA") and its state equivalents, the Driver's Privacy Protection Act 18 U.S.C. ("DPPA") and its equivalents, Americans with Disabilities Act, Title VII, the regulations of the Equal Employment Opportunity Commission ("EEOC"), and any changes, supplements or amendments to such statutes, rules, codes and regulations as well as any case law interpreting these statutes, rules, codes and regulations (collectively referred to herein as "The Laws").

(c) Customer accepts the responsibility of understanding and complying with all current applicable employment-related laws, specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "State Forms") applicable to Services. If Customer is using Services to obtain Consumer Reports under the FCRA, Customer represents that it has; (1) has reviewed the notice prescribed by the FCRA titled "Notice to Users of Consumer Reports" (the "Notice"), (2) has received a copy of the Notice from Security Hut, and (3) is in compliance with the Notice.

(d) Customer agrees to keep the information obtained through the Services confidential, for Customer's exclusive use only, and, except as required by law not to disclose the information from Consumer Reports except to the subject of the report.

(f) Services shall be requested by and disclosed to only Customer's designated and authorized employees having a need to know and only to enable Customer to use the Services in accordance with this agreement. Customer shall not attempt to obtain any Services on themselves, associates, or any other person except in the exercise of their official duties.

(g) Customer agrees to have reasonable procedures for fair and equitable use of background information and to secure the confidentiality of private information. Customer agrees to take precautionary measures to protect the security and dissemination of all

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Consumer Reports and information, including but not limited to, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports.

**(h)** Customer understands that Security Hut receives information reports from various third party sources “As Is”, and therefor is providing the information to Customer “As Is”. Customer acknowledges that the information is obtained and managed by sources that may be fallible, and that Security Hut can not guarantee or insure the accuracy of reports or information provided.

**(i)** Customer shall at no time represent that it is an authorized agent or representative of Security Hut. Customer assumes all responsibility for final verification of the subject’s identity.

**(j)** Customer acknowledges that Security Hut does not provide legal advice or counsel. Customer is solely responsible for complying with all local, state, and federal laws relating to the use of any information provided by Security Hut. Customer should consult their legal counsel for questions regarding their legal responsibilities.

**(k)** Customer certifies that it will use reference services and shall hold any and all information obtained from use of services in strict confidence. Customer shall not request, obtain or distribute information 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 or in conjunction with customer’s own data or otherwise in any Service provided by Security Hut. Customer further certifies that the services shall be requested by and disclosed only to the Customer’s designated authorized employees and that such employees shall use services only for permissible purpose in the exercise of their official duties.

**(l)** Security Hut recommends that Customer screens its applicants or employees at the county court house or county level or statewide online system, federal, and multi-state/nationwide database levels. Customer understands that if it chooses not to conduct searches at these levels, Security Hut cannot be held responsible for any records that exist that are not included in the Customer’s coverage requested.

**(m)** Customer hereby certifies that all Reports or Records, including but not limited to Driving Records or Vehicle Registration, shall only be ordered in strict

compliance with all laws, regulations, and codes. Customer also certifies that it will use information acquired through Security Hut only in the normal course of business. Customer shall not transmit any data contained in the resulting report(s) via public internet, electronic mail or any other unsearched means. Customer must use these records for their own screening and resale of information is strictly prohibited.

#### **7. Customer Obligations When Consumer Reports Are Obtained for Employment Purposes:**

Customers hereby expressly acknowledge and agree that use of Security Hut for employment purposes is subject to the following provisions:

**(a)** Customer is an authorized business permitted to request and receive a Consumer Report under the FCRA and has a need for such information in connection with evaluation of individuals for employment, promotion, reassignment or retention as an employee( “ Consumer Report for Employment Purposes”). Customer shall request a Consumer Report for this purpose only when it is considering the individual for employment, promotion, reassignment or retention

**(b)** Customer certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with a copy of the Consumer Report and the proper notices required by the FCRA, and all other state or federal laws, including but not limited to, a statement that the consumer may dispute information in his or her report, and a copy of “Summary of Your Rights”, in the format approved by the Federal Trade Commission. Customer certifies it will wait a reasonable period of time after providing the consumer with a copy of his or her report and Summary of Rights before it takes adverse action.

**(c)** Customer shall obtain a proper written authorization from the individual who is the subject of a Consumer Report (“Report”) prior to obtaining a Report. Customer will maintain copies of written authorization for a minimum of five (5) years from the date of inquiry. Along with providing clear and conspicuous disclosure to the applicant or employee, in writing and on a separate document consisting solely of the disclosure that a consumer report or an investigative consumer report may be obtained for employment purposes.

**(d)** Customer certifies it will comply with all

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employment and consumer reporting laws and regulations on both federal and state levels.

**(e)** In addition to the disclosure requirements above, if the consumer makes a written request within a reasonable amount of time, customer will provide: (1) information above 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 requested investigation; and (3) Security Hut'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.

**(f)** Security Hut does not render any opinions or advice on information contained in any reports from the Services, Customer acknowledges it shall make all employment decisions based on its own lawful policies and procedures. Customer acknowledges that Security Hut does not define adjudication hiring criteria and does not make employment decisions. All employment related information collected and decisions made, including hiring, contracting and site-access decisions, are made by the Consumer, not Security Hut. Customer shall assume sole responsibility for such decisions. Customer agrees to indemnify and hold harmless Security Hut, its employees, owners, agents, and representatives from and against any claims that may arise as a result of Customer's use of any Services. Customer should consult with legal counsel to develop a legally compliant adverse action policy.

**8. Warranty of Customer:** Customer agrees to the following:

**(a)** Customer agrees to safeguard access to Security Hut. Customer agrees that the User Identifiers, passwords, and information provided by Security Hut are for its sole internal use and will not be provided to other parties. Customer further agrees that it will maintain effective internal controls of its access to Security Hut.

**(b)** Any information or data provided or sold to Customer is subsequently considered confidential or sealed for any reason by any federal, state or local agency (hereby "Confidential Information"), Customer upon receiving notice of such information from Security Hut shall not sell, disseminate or further

transfer the Confidential Information to any third party, and Customer shall upon receipt of such notice delete and/or destroy any and all Confidential Information from all of the Customer's systems and files.

**(c)** Customer represents warrants and covenants to Security Hut that it is not and will not be in the business of providing any of the Services, including, licensing, selling, or creating for the Customer consumer reports, background screenings, or online data retrieval services. During the term of this Agreement and for a two (2) year period following the termination of this Agreement Customer Agrees: (1) To not own, manage, operate, finance, consult with, provide services to, or otherwise engage or participate in, or have a financial interest in a Competing Business. A "Competing Business" means any person, firm, entity, partnership, Limited Liability Company, corporation, or other organization which engages in the delivery of any services similar to the Services provided and available from Security Hut.

**(d)** Not to directly or indirectly, (1) induce or attempt to induce, solicit or attempt to, contract with or accept business from any Security Hut Customer for providing services which are the same as, similar to, or otherwise competitive with, the services which Security Hut renders or provides; (2) advise, induce or persuade any person or business not to do business with Security Hut or to cancel or fail to renew any contract with Security Hut; (3) to employ, retain, or contract with or interfere with any Security Hut employees with respect to work performed by employee for or on behalf of Security Hut; (4) to solicit, induce, persuade, or advise any employee of Security Hut to terminate any relationship with Security Hut.

**(e)** Customer acknowledges and agrees that any breach of any term of this Section by Customer will result in irreparable harm to Security Hut and that money damages, in and of themselves, are not adequate relief. Customer also acknowledges and agrees that injunctive relief is the only appropriate and proper type of relief to prevent harm for breach of contract in Section 8. Customer agrees that in the event of a breach of Section 8, or in the event that such a breach appears to be imminent, Security Hut shall be entitled to obtain a temporary restraining order or injunction without notice. In addition Security Hut may seek all legal and equitable remedies, including reimbursement of all expenses, reasonable costs, and attorney's fees incurred by seeking such

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remedy, afforded by law as a result of a breach of Section 8. Further Customer agrees to waive any requirement for security or posting of bond in connection with such remedy; (1) Customer agrees that all actions or proceedings for injunction relief pursuant to this Section 8 shall be litigated in courts having situs within Cuyahoga County, State of Ohio. The Customer hereby consents and submits to the jurisdiction of all local, state, or federal court located within said county and state. The Customer waives any right it may have to transfer or change the venue of litigation brought against them by Security Hut in accordance with this section. (2) If any court or tribunal of competent jurisdiction shall refuse to enforce the covenants set forth in Section 8 because the time limitation, scope of the business, or geographic scope applicable thereto is deemed unreasonable, it is understood and agreed that such will covenant shall not be void but for the purpose of proceedings such limitations shall only be reduced to the extent necessary to permit the enforcement of the covenant.

**9. No Warranty:** Customer warrants to Security Hut and the data suppliers that Customer proceeds at its own risk in choosing to rely upon the Services in whole or part. Customer understands and agrees that Security Hut and data suppliers assume no responsibility for the accuracy of consumer reports or information. Neither the third-party data suppliers, nor any data suppliers to them (herein collectively referred to as third-party data providers), shall be liable for any loss or injury arising out of or caused in whole or in part by the acts or omissions, in whole or in part, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Services. All services and products are provided "As Is" without warranty of any kind, including warranties or representations of accuracy, timeliness, currentness or completeness. Neither Security Hut nor its third party suppliers/providers make representations, covenants or warranties, either express or implied, of any kind, with respect to the Services, including but not limited to, warranties of condition, quality, durability, suitability, merchantability or fitness for a particular purpose or in respect of any warranty arising by statute or otherwise in law or from a course of dealing or usage of trade arising out of or caused in whole or in part by acts or omissions whether

negligent or otherwise, in relation to the Services or information therein. Security Hut or any supplier personnel rendering advise to Customer regarding the development (including, without limitation, wording, spacing, form and completeness) of any search requests or rendering statements to the Customer about the accuracy or completeness of the Services, are not authorized to make any representations or warranties to the Customer regarding the Accuracy or adequacy of such requests, and Customer hereby assumes full responsibility for the formation and results of all search requests.

**10. Discontinuation of Products:** Security Hut reserves the right to discontinue any product or Service offered as of the effective date of this Agreement or at any time thereafter at Security Hut's sole discretion and determination.

**11. Supplier Conditions:** Customer acknowledges that access to and use of Services is subject to restrictions imposed by suppliers and that Security Hut's agreements with these suppliers may require Security Hut to deny or restrict access to certain information available through the Services. Customer agrees to comply with all restrictions of which Customer receives notice and such restrictions are incorporated herein. In the event of a conflict between this Agreement and the terms and conditions imposed by suppliers, then the supplier's terms and conditions shall supersede and control. Customer agrees to respect and comply with all copyright notices applicable to the databases and other services and products relating to the Services.

**12. Customer Remedies and Security Hut's liabilities:** Security Hut shall exercise reasonable efforts to furnish to the Customer accurate information. Both Security Hut and Customer hereby agree that the limitation of Security Hut's total liability to Customer under this Agreement shall be the return of the fees paid by Customer to Security Hut for the data accessed to the extent said data and information furnished by Security Hut through Services is found to be the primary basis upon which the Customer incurred any injury or damage. Customer acknowledges that all data and information is provided and/or sold to the Customer under this Agreement is purchased "As Is". In no event shall Security Hut or any suppliers be liable for any

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damages whatsoever, including punitive, special, incidental, exemplary or consequential damages. Or liable without limitation for damages to other goods, equipment, lost profits, downtime costs, labor costs, overhead costs or claims of customers or clients of customer for such costs; or any other costs or expenses except as expressly agreed to herein.

**12. Indemnification:** Customer will indemnify, defend and hold harmless Security Hut and its suppliers, as well as their respective officers, directors, members, managers, shareholders, independent contractors, employees, affiliates, representatives and agents from and against any and all, direct or indirect, losses, claims, damages, demands, expenses or liabilities of any nature or kind, arising out of or based upon Customer's access to Services; or use, publication, disclosure or distribution of any information or Services, as well as any breach of representation or warranty of Customer which is contained or made pursuant to this Agreement and any breach or non-fulfillment by Customer of any of its agreements or obligations contained in or made pursuant to this Agreement, except for claims expressly covered by the reimbursement provisions provided in Section 11. Security Hut will indemnify, defend, and hold harmless Customer, as well as its officers, directors, employees, affiliates, and representatives from and against any claims that the Services provided to Customer infringe upon a United States copyright, patent or trade secret; provided Customer immediately notifies Security Hut in writing of the existence of any such claim, permits Security Hut to assume the defense of such claim; and cooperates with Security Hut in connection with such defense; provided further that the indemnity given herein shall not apply if Customer resells or distributes information to third parties.

**13. General Conditions:** This agreement shall be governed and construed according to the laws of the State of Ohio without reference to its choice of law rules and may not be assigned by Customer in whole or part without the consent of Security Hut.

(a) Notices required or permitted under this Agreement may be posted on the Security Hut website. Customers will be notified of any changes to price or content of Services via the email address provided by the Customer, mail, fax or other such means as Security Hut determines to be appropriate.

(b) Failure by either party to insist, in one or more cases, upon strict performance of any of the terms and conditions of this Agreement shall not be considered a waiver or relinquishment of the right to insist upon performance of term or condition of any and all terms and conditions in the future.

(c) Customer agrees that it use the trade name "Security Hut Inc.", "Secur-a-fact", or "Security Hut" unless authorized by Security Hut in writing by an authorized representative of Security Hut.

(d) Both Security Hut and Customer are obligated to pay its own legal, accounting, investment banking, and other fees and expenses incurred in respect to this Agreement and transactions contemplated herein, except as it relates to the indemnification provisions herein.

(e) In case any provision contained in this Agreement is held to be invalid, illegal, or unenforceable it shall not affect any other provisions within this Agreement. It is the intention of the parties of this Agreement that if any provision is to be held invalid, illegal or unenforceable, there shall be added in lieu thereof a valid and enforceable provision as similar in terms to such provision as is possible. (f) This Agreement shall be binding upon heirs and successors of the Customer and Security Hut.

**14. Headings:** Paragraph headings are for convenience only and shall in no way modify or affect the intent of any provision or be given any legal effect. This Agreement shall be effective upon the date of execution by both parties.

**15. Parties Interest:** Nothing in this Agreement whether expressed or implied, is intended to confer any rights or remedies under or by any reason of this Agreement on any persons other than Security Hut and Customer; as well as their respective heirs, successors and permitted assigns, nor is any of this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party in this Agreement.

**16. Signatures:** This Agreement may be executed in two or more counterparts including counterparts transmitted by facsimile or email, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. When counterparts of copies have been executed by the parties, they shall have the same effect as if the

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signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid originals.

**15. Entire Agreement:** The terms and conditions set forth in this Agreement constitute the entire agreement of the parties on the subject matter hereof, and any additional or different terms or conditions set forth in any other document. Including without limitation any Customer purchase order, shall be of no Effect. Customer Agrees that Security Hut is not responsible for any events or circumstances beyond its control that prevents Security Hut from meeting its obligations under this Agreement, including but not limited to war, riots, embargoes, strikes and/or Acts of God.

**Customer Use Only:**

**For Security Hut Inc., Use Only**

Company Name \_\_\_\_\_

Company Name Security Hut \_\_\_\_\_

**Accepted By:**

**Accepted by:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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## **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 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, 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 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 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.
- 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:**

<b>FOR QUESTIONS OR CONCERNS REGARDING:</b>	<b>PLEASE CONTACT:</b>
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 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

END