

# Member Agreement for Landlords, Property Managers and Realtors

**Between: Your Name is deemed to go here (Herein after called "The Member") And TVS Tenant Verification Service Inc. (Herein after called "The Company")**

1. The Company agrees to:
  - a. furnish such information ("Consumer Report") and services as requested by The Member for stated fees and as permitted by law.
  - b. provide such other services from time to time as may be deemed by The Company to be beneficial to The Member.
2. By executing this Agreement, The Member certifies that The Member received and read the Notice to Users of Consumer Reports which is available here... <http://business.ftc.gov/documents/bus49-using-consumer-reports-what-landlords-need-know>
3. The Member certifies that The Member shall comply with all federal, state, and local statutes, regulations, and rules applicable to it, including without limitation, the Fair Credit Reporting Act.
4. The Member certifies that The Member does not intend to resell or otherwise provide or transfer the Credit Information in whole or in part to any other person or entity. The Credit Information is for The Member's exclusive and one-time use.
5. The Member agrees to use Consumer Reports only relating to its legitimate business purpose and for a purpose authorized by the Federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. (FCRA). The Member further agrees that the permissible purpose for obtaining consumer reports is **tenant screening AND with the written instructions of the consumer** and not for any other purposes, including without limitation, any purpose prohibited by law.
6. The Member acknowledges and understands that with each request for Credit Information relating to an Authorized Share, The Company shall provide the Connect API Token to Experian that identifies The Member's name and permissible purpose for such transaction.
7. The Member acknowledges that access to The Company's services requires secure access to the internet via a password protected laptop or desktop computer as all transactions are conducted electronically. The Member agrees to keep all login information including but not limited to usernames and passwords used to access The Member's online account with The Company private and acknowledges they must not share this information with any other person.
8. The Member agrees to refer any consumer seeking to question or challenge the content of a Consumer Report relating to him or her to The Company.
9. The Member certifies that he/she is not a bail bond company, credit repair company (including credit counseling and credit clinics), investigative company (including private investigators and detective agencies), attorney or paralegal firm, news agency or journalist, law enforcement personnel, dating service, asset location service, has never been involved in credit fraud or other unethical business practices, is not listed on any credit reporting agency notification, and that the business operation for which this application is being made is one of renting real property (houses, apartments or commercial buildings) which The Member does not occupy.
10. The Member acknowledges that The Company cannot guarantee the accuracy of any Consumer Report and accepts all information "AS IS". The Member acknowledges and agrees that The Company obtains its data from third-party sources, which may or may not be completely thorough and accurate, and The Member shall not rely on The Company for the accuracy or completeness of information supplied through The Company's services.
11. In no way shall The Company, its directors or employees be liable in any manner whatsoever for any loss or injury to The Member resulting from the obtaining or furnishing of a Consumer Report. The Member agrees to save and hold The Company, its directors and employees harmless and indemnify them from any claims, losses, damages or costs arising from the publication or disclosure of a Report from The Company to The Member.
12. The Member agrees to update their contact information with The Company when it changes. The Member may login to their online account with The Company to update their contact information, or they may contact The Company to do so.
13. All terms, conditions, warranties or transactions under this agreement are subject to the Fair Credit Reporting Act and any provision of this agreement not in compliance therewith shall be deemed to be amended to comply.
14. The Member acknowledges that he/she may obtain a paper copy of this agreement by clicking on the PDF link provided during sign up. You may also access this link by clicking [HERE](#).

15. The Member acknowledges that if he/she wishes to withdraw consent to conduct transactions electronically, The Member must submit an email to The Company informing The Company of such. The Member also acknowledges that if he/she withdraws consent to conduct transactions electronically, The Members account with The Company will be deactivated and The Member will no longer be able to access The Company's services.
16. This agreement shall continue in effect from year to year unless terminated by breach or canceled by either party.
17. The Member hereby agrees to all the terms in the FCRA (Fair Credit Reporting Act) and certifies that he/she has a permissible purpose for obtaining Consumer Reports as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) as amended by the Consumer Credit Reporting Act of 1996, hereinafter called "FCRA".
18. The Member acknowledges that if they obtain an investigative consumer report/consumer report for any applicant residing in or any rental property located in the state of California, they must inform the applicant of the following:
  - The background report may contain information concerning their character, general reputation, personal characteristics and mode of living. The information in the background report may include a consumer credit report, criminal background report, eviction report and an income and employment report.
  - The right to request additional disclosures provided under Section 606(b) of the Fair Credit Reporting Act, and a written summary of their rights pursuant to Section 609(c). They have the right to dispute the accuracy of the information provided to you by TVS Tenant Verification Service Inc. as well as complete and accurate disclosure of the nature and scope of the investigation.
  - Contact information for TVS:  
TVS Tenant Verification Service Inc.  
1685 H Street #524, Blaine WA 98230  
Toll Free: 1-877-974-9328  
customerservice@tenantverification.com

You must also include a checkbox on your application that allows the applicant to request a copy of the background report when it is ready.

## FCRA Requirements

### Federal Fair Credit Reporting Act (as amended by the Consumer Credit Reporting Reform Act of 1996)

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. [Link to the FCRA.](#)

We suggest that you and your employees become familiar with the following sections in particular:

- 604. Permissible Purposes of Reports
- 607. Compliance Procedures
- 615. Requirement on users of consumer reports
- 616. Civil liability for willful noncompliance
- 617. Civil liability for negligent noncompliance
- 619. Obtaining information under false pretenses
- 621. Administrative Enforcement
- 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies
- 628. Disposal of Records

Each of these sections is of direct consequence to users who obtain reports on consumers.

## Experian Security Requirements

The security requirements included in this document represent the minimum security requirements acceptable to Experian and are intended to ensure that a Third Party (i.e., Supplier, Reseller, Service Provider or any other organisation engaging with Experian) has appropriate controls in place to protect information and systems, including any information that it receives, processes, transfers, transmits, stores, delivers, and / or otherwise accesses on behalf of Experian.

## **DEFINITIONS**

"Experian Information" means Experian highly sensitive information including, by way of example and not limitation, data, databases, application software, software documentation, supporting process documents, operation process and procedures documentation, test plans, test cases, test scenarios, cyber incident reports, consumer information, financial records, employee records, and information about potential acquisitions, and such other information that is similar in nature or as mutually agreed in writing, the disclosure, alteration or destruction of which would cause serious damage to Experian's reputation, valuation, and / or provide a competitive disadvantage to Experian.

"Resource" means all Third-Party devices, including but not limited to laptops, PCs, routers, servers, and other computer systems that store, process, transfer, transmit, deliver, or otherwise access the Experian Information.

### **1. Information Security Policies and Governance**

Third Party shall have Information Security policies and procedures in place that are consistent with the practices described in an industry standard, such as ISO 27002 and / or this Security Requirements document, which is aligned to Experian's Information Security policy.

### **2. Vulnerability Management**

Firewalls, routers, servers, PCs, and all other resources managed by Third Party (including physical, on-premise or cloud hosted infrastructure) will be kept current with appropriate security specific system patches. Third Party will perform regular penetration tests to further assess the security of systems and resources. Third Party will use end-point computer malware detection / scanning services and procedures.

### **3. Logging and Monitoring**

Logging mechanisms will be in place sufficient to identify security incidents, establish individual accountability, and reconstruct events. Audit logs will be retained in a protected state (i.e., encrypted, or locked) with a process for periodic review.

### **4. Network Security**

Third Party will use security measures, including anti-virus software, to protect communications systems and networks device to reduce the risk of infiltration, hacking, access penetration by, or exposure to, an unauthorised third-party.

### **5. Data Security**

Third Party will use security measures, including encryption, to protect Experian provided data in storage and in transit to reduce the risk of exposure to unauthorised parties.

### **6. Remote Access Connection Authorisation**

All remote access connections to Third Party internal networks and / or computer systems will require authorisation with access control at the point of entry using multi-factor authentication. Such access will use secure channels, such as a Virtual Private Network (VPN).

### **7. Incident Response**

Processes and procedures will be established for responding to security violations and unusual or suspicious events and incidents. Third Party will report actual or suspected security violations or incidents that may affect Experian to Experian within twenty-four (24) hours of Third Party's confirmation of such violation or incident.

### **8. Identification, Authentication and Authorisation**

Each user of any Resource will have a uniquely assigned user ID to enable individual authentication and accountability. Access to privileged accounts will be restricted to those people who administer the Resource and individual accountability will be maintained. All default passwords (such as those from hardware or software vendors) will be changed immediately upon receipt.

### **9. User Passwords and Accounts**

All passwords will remain confidential and use 'strong' passwords that expire after a maximum of 90 calendar days. Accounts will automatically lockout after five (5) consecutive failed login attempts.

#### **10. Training and Awareness**

Third Party shall require all Third Party personnel to participate in information security training and awareness sessions at least annually and establish proof of learning for all personnel.

#### **11. Experian's Right to Audit**

Third Party shall be subject to remote and / or onsite assessments of its information security controls and compliance with these Security Requirements.

#### **12. Bulk Email Communications into Experian**

Third party will not "bulk email" communications to multiple Experian employees without the prior written approval of Experian. Third party shall seek authorisation via their Experian Relationship Owner in advance of any such campaign.

### **Important notice about the Social Security Administration Death Master File**

Many services containing Experian information also contain information from the Death Master File as issued by the Social Security Administration ("DMF"); certify pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 that, consistent with its applicable FCRA or GLB use of Experian information, the client's use of deceased flags or other indicia within the Experian information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1); and certify that the client will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Experian information.

### **VantageScore Credit Score Notice**

The Company utilizes the VantageScore credit score. The VantageScore credit score may or may not be used by the Consumer's lenders and is not an endorsement or guarantee of Consumer's credit worthiness as seen by lenders.

Please be aware that there are many scoring models used in the marketplace. Each scoring model may have its own set of factors and scale. The information and credit scoring may be different than that used by a lender. The VantageScore credit score may not be identical in every respect to any other credit score produced by another company or used by the Consumer's lender.

Consumer's VantageScore credit score is calculated using Consumer's actual data from Consumer's credit file at the time of The Company's request. Keep in mind, however, that other factors, such as length of employment and annual salary, are often taken into consideration by lenders when making decisions about the Consumer. How each lender weighs its chosen factors may vary, but the exact formula used to calculate Consumer's score is proprietary.

Also note that each consumer reporting agency has its own set of data, resulting in a separate VantageScore credit score for each of the Consumer's credit files.

You agree to request VantageScore credit scores only for your use alone for the purposes certified to The Company and for no other purpose or use. All VantageScore credit 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 The Member with a need to know and during their employment; (ii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the VantageScore; (iii) as required by law or as otherwise set forth in your agreement with The Company.

The Member agrees that the VantageScores may be stored solely for The Member's own use in furtherance of The Member's original purpose for obtaining the VantageScore. The Member shall not use the VantageScore for model development or model calibration and shall not reverse engineer the VantageScore.

VantageScore is owned by VantageScore Solutions, LLC.

## The Work Number Income & Employment Agreement

EVS Tenant Screening Information (as defined below) will be received by Subscriber through CRA subject to the following conditions (the "Terms and Conditions"):

1. Any information services and data originating from EVS (the "EVS Tenant Screening Information") will be requested only for Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Only designated representatives of Subscriber will request EVS Tenant Screening Information on Subscriber's employees, and employees will be forbidden to obtain EVS Tenant Screening Information on themselves, associates or any other persons except in the exercise of their official duties. Subscriber will not disclose EVS Tenant Screening Information to the subject of the EVS Tenant Screening Information except as permitted or required by law, but will refer the subject to EVS.
2. Subscriber will hold EVS and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of EVS Tenant Screening Information by Subscriber, its employees or agents contrary to the conditions of Section 1 above or applicable law.
3. Subscriber recognizes that EVS does not guarantee the accuracy or completeness of EVS Tenant Screening Information and Subscriber releases EVS and EVS's agents, employees, affiliated credit reporting agencies and independent contractors from any liability, including negligence, in connection with the provision of EVS Tenant Screening Information and from any loss or expense suffered by Subscriber resulting directly or indirectly from EVS Tenant Screening Information. Subscriber covenants not to sue or maintain any claim, cause of action, demand, cross-action, counterclaim, third-party action or other form of pleading against EVS, EVS's agents, employees, affiliated credit reporting agencies, or independent contractors arising out of or relating in any way to the accuracy, validity, or completeness of any EVS Tenant Screening Information.
4. Subscriber will be charged for the EVS Tenant Screening Information by CRA, which is responsible for paying EVS for the EVS Tenant Screening Information; provided, however, should the underlying relationship between Subscriber and CRA terminate at any time during the term of this Agreement, charges for the EVS Tenant Screening Information will be invoiced to Subscriber, and Subscriber will be solely responsible to pay EVS directly.
5. Fair Credit Reporting Act Certification. Subscriber certifies that it will order EVS Tenant Screening Information, which is a consumer report as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Subscriber intends to use the EVS Tenant Screening Information: (a) in accordance with the FCRA and all state law counterparts; and for the following permissible purpose: for Tenant Screening purposes; provided, however, that Subscriber certifies that, before ordering EVS Tenant Screening Information to be used in connection with Tenant Screening purposes, it will clearly and conspicuously disclose to the Consumer, in a written document consisting solely of the disclosure, that Subscriber may obtain EVS Tenant Screening Information for Tenant Screening purposes, and will also obtain the Consumer's written authorization to obtain or procure EVS Tenant Screening Information relating to that Consumer. Subscriber further certifies that it will not take adverse action against the Consumer based in whole or in part upon the EVS Tenant Screening Information without first providing to the Consumer to whom the EVS Tenant Screening Information relates a copy of the EVS Tenant Screening Information and a written description of the Consumer's rights as prescribed by the Consumer Financial Protection Bureau ("CFPB") under Section 609(c)(3) of the FCRA as referenced on Exhibit A-1 attached hereto, and also will not use any EVS Tenant Screening Information in violation of any applicable federal or state equal employment opportunity law or regulation. Subscriber will use EVS Tenant Screening Information ordered under this Agreement for the foregoing purpose and for no other purpose. Subscriber acknowledges that it has received from CRA a copy of the consumer rights summary as prescribed by the CFPB as referenced on Exhibit A-1.

It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." EVS may periodically conduct audits of Subscriber regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by email whenever possible and will require Subscribers to provide documentation as to permissible use of particular EVS Tenant Screening Information. In addition, CRA will be required to provide documentation indicating CRA validated the legitimacy of subscriber prior to contract execution and will also provide a copy of agreement between CRA and Subscriber. Subscriber gives its consent to EVS to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Subscriber's material breach of this Agreement, constitute grounds for immediate suspension of the Service or termination of this Agreement. If EVS terminates this Agreement due to the



conditions in the preceding sentence, Subscriber (i) unconditionally releases and agrees to hold EVS harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against EVS in connection with such termination.

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order EVS Tenant Screening Information relating to Vermont residents that are consumer reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Subscriber has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Subscriber further certifies that a copy of Section 2480e of the Vermont Fair Credit Reporting Statute, attached hereto as Exhibit A-2, was received from CRA.

Subscriber will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act and any amendments to it, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the Consumer.

6. Data Security. This Section 6 applies to any means through which Subscriber orders or accesses EVS Tenant Screening Information including, without limitation, system-to-system, personal computer or the Internet. The term "Authorized User" means a Subscriber employee that Subscriber has authorized to order the EVS Tenant Screening Information and who is trained on Subscriber's obligations under this Agreement with respect to the ordering and use of the EVS Tenant Screening Information, including Subscriber's FCRA and other obligations with respect to the access and use of consumer reports.
  - (a) With respect to handling the EVS Tenant Screening Information, Subscriber agrees to:
    - o (a) ensure that only Authorized Users can order or have access to EVS Tenant Screening Information,
    - o (b) ensure that Authorized Users do not order EVS Tenant Screening Information for personal reasons or provide them to any third party except as permitted by this Agreement,
    - o (c) inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
    - o (d) ensure that all devices used by Subscriber to order or access the EVS Tenant Screening Information are placed in a secure location and accessible only by Authorized Users and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
    - o (e) take all necessary measures to prevent unauthorized ordering of EVS Tenant Screening Information by any persons other than Authorized Users for permissible purposes, including, without limitation, (a) limiting the knowledge of the Subscriber security codes, member numbers, User IDs, and any passwords Subscriber may use (collectively, "Security Information"), to those individuals with a need to know, (b) changing Subscriber's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the EVS Tenant Screening Information, or if Subscriber suspects an unauthorized person has learned the password, and (c) using all security features in the software and hardware Subscriber uses to order EVS Tenant Screening Information,
    - o (f) in no event access the EVS Tenant Screening Information via any hand-held wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals, and portable data terminals,
    - o (g) not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store EVS Tenant Screening Information.
    - o (h) encrypt EVS Tenant Screening Information when it is not in use and with respect to all printed EVS Tenant Screening Information store in a secure, locked container when not in use and completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose,

- (i) if Subscriber sends, transfers or ships any EVS Tenant Screening Information, encrypt the EVS Tenant Screening Information using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key encrypted algorithms,
- (j) monitor compliance with the obligations of this Section 6, and immediately notify EVS if Subscriber suspects or knows of any unauthorized access or attempt to access the EVS Tenant Screening Information, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity,
- (k) not ship hardware or software between Subscriber's locations or to third parties without deleting all Security Information and any EVS Tenant Screening Information,
- (l) if Subscriber uses a Service Provider to establish access to EVS Tenant Screening Information, be responsible for the Service Provider's use of Security Information, and ensure the Service Provider safeguards Security Information through the use of security requirements that are no less stringent than those applicable to Subscriber under this Section 6,
- (m) use commercially reasonable efforts to assure data security when disposing of any consumer information or record obtained from the EVS Tenant Screening Information. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Subscriber's activities (e.g. the Consumer Financial Protection Bureau, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records.
- (n) use commercially reasonable efforts to secure EVS Tenant Screening Information when stored on servers, subject to the following requirements: (i) servers storing EVS Tenant Screening Information must be separated from the internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect EVS Tenant Screening Information through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing EVS Tenant Screening Information, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security specific system patches, as they are available,
- (o) not allow EVS Tenant Screening Information to be displayed via the internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices, and
- (p) use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by EVS.

(a) If EVS reasonably believes that Subscriber has violated this Section 6, EVS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Subscriber and at EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Subscriber's network security systems, facilities, practices and procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Subscriber's compliance with the data security requirements of this Section 6.

7. Subscriber certifies that it has read the attached Exhibit A-3 "Notice to Users of Consumer Reports, Obligations of Users" which explains Subscriber's obligations under the FCRA as a user of consumer information.

## Exhibit A-3 TO CRA Qualified Subscriber Terms and Conditions NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

**All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).**

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](http://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 CFPB'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 a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality
- required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604 (a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

### **B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

### **C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA ♦ such as denying or canceling credit or insurance, or denying employment or promotion. No



adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

**1. Adverse Actions Based on Information Obtained From a CRA**

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

- a. 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.
- b. A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- c. 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.
- d. 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 consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

## **D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

## **E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://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 CFPB.

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:

- a. 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.
- b. Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- c. 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.
- d. Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

#### B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

### IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.) The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.

- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

## V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

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

## VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes - or in connection with a credit transaction (except as provided in federal regulations) - the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

## VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- 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. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, 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 purpose for which reports will be used; and
  - (3) certifications that reports will not be used for any purpose other than the

- purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

## **B. Reinvestigations by Resellers**

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

## **C. Fraud Alerts and Resellers**

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

## **IX. LIABILITY FOR VIOLATIONS OF THE FCRA**

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

**The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.**

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

- Section 602 15 U.S.C. 1681
- Section 603 15 U.S.C. 1681a
- Section 604 15 U.S.C. 1681b
- Section 605 15 U.S.C. 1681c
- Section 605A 15 U.S.C. 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

## Exhibit B

# SERVICE DESCRIPTION FOR QUALIFIED SUBSCRIBER AGREEMENTS

### I) SUBSCRIBER USE OF SERVICE:

The Work Number® (the "Service"), is a service used to verify certain Tenant Screening related information provided by TALX Corporation (a provider of Equifax Verification Solutions), a Missouri corporation ("EVS"), to its employer clients. Data on the Service ("Data") may be used to verify Consumer's Tenant Screening status ("Tenant Screening Verification") for commercial purposes.

- a. a) **The Work Number® Select Gold - Tenant Screening.** A Tenant Screening Verification includes, where available, the following data field attributes: (i) Social Security Number, (ii) Employee Name, (iii) Employee Position Title, (iv) Employment status, (v) Record as of Date, (vi) Employer Name, (vii) Most Recent Hire Date, (viii) Total Length of Time with Employer, (ix) Rate of Pay, (x) Pay Frequency, (xi) Average Hours Per Pay Period, (xii) Year to Date Total Compensation; (xiii) Previous Year Total Compensation, (xiv) Annualized Income. The Work Number® Tenant Screening Information obtained pursuant to this Exhibit may provide Data from current employers or prior employers.
- b. b) **The Work Number® Select Silver - Tenant Screening.** A Tenant Screening Verification includes, where available, the following data field attributes: (i) Social Security Number, (ii) Employee Name, (iii) Employee Position Title, (iv) Employment status, (v) Record as of Date, (vi) Employer Name, (vii) Rate of Pay, (viii) Annualized Income. The Work Number® Tenant Screening Information obtained pursuant to this Exhibit may provide Data from current employers or prior employers.
- c. c) **The Work Number® ABRN:** Each time EVS performs a verification EVS assigns such verification an audit by reference number ("ABRN"). Using The ABRN and the last four digits of an individual's social security number, Subscriber may obtain an exact duplicate of the previous, original verification performed on such individual.

### II) AUDIT:

EVS shall have the right to audit Subscriber's performance under this Agreement, from time to time, during normal business hours, at all locations containing relevant records, with ten (10) days prior notice to Subscriber. Subscriber shall (i) fully cooperate with and in such audit, and (ii) promptly correct any discrepancy revealed by such audit.

### III) COMPLIANCE WITH LAWS:

Subscriber will comply with all applicable laws, statutes and regulations regarding the Services. Where applicable, Subscriber will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. ("GLB") and the implementing regulations issued thereunder and any other applicable statutes or federal laws, Subscriber will not use or disclose any Information other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations and all other Privacy Laws.

### IV) MODIFICATION OF SERVICE DESCRIPTION:

EVS may modify this Service Description on thirty (30) days' notice to Subscriber. Subscriber may terminate the Service within thirty (30) days after notice of a modification to the Service Description on written notice to EVS. Absence of such termination shall constitute Subscriber's agreement to the modification.

## Electronic Consent

I certify that I have read and understand the above terms & conditions and will take all reasonable measures to enforce them within my facility. I certify that I will use the Experian product information for no other purpose other than what is stated above.

Continuing with the registration process constitutes The Member's consent to conduct a binding electronic transaction with The Company and further consents to receiving notices and related services electronically. Clicking on I Agree below constitutes The Member's electronic signature and is legally effective and will be used by The Company as if it is a written signature.