

CreditLink® Corporation

9320 Chesapeake Drive, Suite 112 – San Diego, CA 92123

Customer Service: 858-496-1010 or 800-446-1421

FAX: 858-496-1025 / 858-496-1015

CLIENT APPLICATION

Please completely fill out the following, and return it with a completed Service Agreement and a copy of your Business License or Federal Tax ID (EIN) Statement

Client Information

Full Name (including dba's) _____

_____ Sole Proprietorship

_____ Corporation or LLC: Federal Tax ID (EIN) _____

_____ Partnership or LLP

Person completing this form

Name: _____

Title: _____ Email address: _____

Address of principal place of business: _____

Telephone: _____ Fax: _____

Website URL: _____

Business Information

Business bank: Please include a photocopy of a bank statement with this information.

Name of bank _____

Branch location _____

Phone number _____

Length of time with bank _____

Type of Accounts - Account Numbers

Type of Accounts	Account Numbers
_____	_____
_____	_____
_____	_____

Business vendors: A business vendor is someone who has worked on or had contact with your rental property, such as a repairman or the electric company. **Please include a bill from one of the vendors you list.**

Name of vendor _____ Name of vendor _____

Address _____ Address _____

Phone number _____ Phone number _____

Length of relationship _____ Length of relationship _____

Type of Accounts - Account Numbers Type of Accounts - Account Numbers

Type of Accounts	Account Numbers	Type of Accounts	Account Numbers
_____	_____	_____	_____
_____	_____	_____	_____

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CLIENT APPLICATION

Type(s) of Property Managed

# of Properties	Type of Property	Total # of Units
	Residential	
	Commercial	
	Retail	
	Industrial	

What is the starting date of your business? _____

If your business is less than one year old, please include a copy of a utility or telephone bill in the name of the business OR a copy of a lease or proof of property ownership for your principal place of business.

Is your business operated from a home? Yes/no

1. Are you listed in a business phone directory? Yes/no
Which one? _____

2. Are you a member of a national or state trade association? Yes/no
Which one? _____

3. Do you pay commercial rates for your phone account? Yes/no
If so, please include a copy of a phone bill showing the charges

How did you hear about our services?

Authorization

The information contained herein is true and correct to the best of my knowledge. I authorize CreditLink Corporation to take all steps necessary to verify the information and to authenticate the identity of my business and myself for the purpose of opening an account that will enable me to obtain consumer credit reports. I specifically agree that a consumer credit report and other investigative reports may be obtained, and inquiries may be made with banks and/or business vendors, as deemed necessary by CreditLink Corporation.

Dated

Signed

NOTE: All required documents and the physical inspection must be completed and on file before your account can be opened.

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Letter of Intent

In order to open your account, we must receive from you a Letter of Intent regarding your application. This document is provided to give you all of the information you need to generate the Letter.

Your letter to us must be on your company letterhead, and signed by an officer, owner, or authorized manager. If you do not have letterhead, a letter on plain paper will do as long as your business name and address are on it. It must contain the following information:

- The nature of your business
- Your intended use for services
- Your anticipated monthly volume
- Your intent as to whether your anticipated access will be primarily local, regional, or national.

Here is a sample Letter:

Your Letterhead

Date

CreditLink Corporation

This letter is provided as a Letter of Intent for the purpose of obtaining consumer reports. I am [***an officer, the owner, or the manager***] and I am authorized to provide this Letter. The nature of this business is [***a property management company and/or an employer***].

The intended use for services is for the purpose of [***renting real property and/or making decisions regarding hiring and employment***].

We anticipate a volume of [***fill in with a number***] inquiries per month.

We anticipate our access to be primarily [***local, regional, or national***].

Best regards,

CreditLink® Corporation

Service Agreement

This Service Agreement is between CreditLink Corporation (CreditLink), and the undersigned (Client). The parties agree as follows:

Client Name (including dba's): _____

Address: _____

1. Performance. CreditLink shall furnish to Client credit reporting services which Client requests and CreditLink agrees to provide. Client represents that all of the information given in the Application form and Letter of Intent, provided herewith and included as a part of this Agreement, is current and truthful. Client further agrees to notify CreditLink of any changes in the information provided, by sending an updated Application and/or Letter of Intent within thirty (30) days of the effective date of the change.

2. Permissible Purpose. Client is a Property Manager or Employer or both and has a permissible purpose for obtaining consumer credit reports in accordance with the Fair Credit Reporting Act (15 USC Section 1681 et seq.) including, without limitation, all amendments thereto (FCRA). Client certifies its permissible purpose as:

___ a. 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

___ b. In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or

c. In connection with a tenant screening application involving the consumer; or

___ d. In accordance with the written instructions of the consumer; or

___ e. For a legitimate business need in connection with a business transaction that is initiated by the consumer; or

___ f. As a potential investor, servicer, or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks; or

g. In connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee, ("Consumer Report for Employment Purposes").

3. FCRA. **THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.** Client acknowledges that a copy of the "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA," published by the Federal Trade Commission, has been provided to Client by CreditLink.

4. Records. Client agrees to maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry, and to make those copies available to CreditLink upon request.

5. Use. Client certifies that Client shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for Client's exclusive one-time use. Client shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting, or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Client's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by Client only to Client's designated and authorized employees having a need to know and only to the extent necessary to enable Client to use the Consumer Report in accordance with the Agreement. Client shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.

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6. Disclosure. Client shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that Client may, but is not required to, disclose the report to the subject of the report only in connection with any adverse action based on the report. Moreover, unless explicitly authorized in an agreement between CreditLink and Client for scores obtained from any Credit Bureau, or as explicitly otherwise authorized in advance and in writing by a Credit Bureau through Reseller, Client shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.

7. Credit Scores. Client agrees to request Scores only for Client's exclusively use. Client may store Scores solely for Client's own use in furtherance of Client's purpose for obtaining the Scores. Client shall not use Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part to any Person except (i) to those employees of Client with a need to know and in the course of their employment (ii); to those third party processing agents of Client who have executed an agreement that limits the use of the Scores by the third party to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration, and reverse engineering (iii) when accompanied by the corresponding reason codes, to the consumer who is subject of the Score; (iv) as required by law.

8. Employment. Client shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by CreditLink from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment, or retention as an employee, and for no other purpose. Specifically, Client certifies that it will not request a Consumer Report for Employment Purposes unless: (a) a clear and conspicuous disclosure is first made in writing to the consumer by Client before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes; (b) the consumer has authorized in writing the procurement of the Report; and (c) Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. Client further certifies that before taking adverse action in whole or in part based on the Consumer Report or Employment Purposes, it will provide the consumer with: (a) A copy of the Consumer Report for Employment purposes; and (b) A copy of the consumer's rights, in the format approved by the Federal Trade Commission. Client shall use the Consumer Report for Employment Purposes for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.

9. Credit Benefit. In applicable areas, if any credit benefit comes due to Client for legal services to be performed on a screened Tenant, that benefit will be made available to Client through a service provider chosen solely by CreditLink. If any account of Client's is delinquent at the time credit benefits are requested, all benefits will be deemed void.

10. Payment of Charges. Client agrees to pay for all work performed by CreditLink in accordance with CreditLink's schedule of fees in effect at the time the work is performed. Client agrees to pay for all services even if Client authorized such services as an agent of a third party and even if Client no longer maintains management authority for the real property or employment services involved. An account is delinquent if not paid with thirty (30) days of the billing statement date, and such accounts are subject to a 1.5% per month late charge. In addition, all delinquent accounts (as well as all other of Client's accounts) may be placed on "hold" until the delinquency has been cleared. A reasonable charge will be imposed for each check returned for any reason by the bank. This Agreement shall be interpreted under the laws of the State of California, and any action hereon shall be brought in the County and Judicial District of San Diego.

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11. Indemnification. CreditLink shall exercise its best efforts to promptly provide all information requested and to furnish accurate and complete information. CreditLink, its officers, employees, agents, and/or suppliers shall not be liable to Client for any failure or delay in performance under this Agreement or for any direct, incidental, or consequential claim, injury, or damage, however arising, even if CreditLink had been advised of the possibility of such damages. Client shall indemnify, defend and hold harmless, CreditLink and each of its directors, shareholders, officers, directors, agents, and employees from any loss, claim, lawsuit, damage, liability, or expense, of any nature or kind (including any attorneys' fees) arising from any claim, lawsuit, or demand of any kind made by any third party, including, but not limited to, any of Client's employees, franchisees, applicants, tenants, employees, agents, and/or representatives that in any way involves the work performed by CreditLink pursuant to this Agreement. Client's agreement to indemnify and hold harmless CreditLink under this paragraph specifically extends to all claims, lawsuits, or demands resulting from the products provided by CreditLink, as well as those resulting from any corrective action taken by Client including the termination of employees and/or termination of contracts that are based in whole or in part on the work performed by CreditLink for Client pursuant to this Agreement.

12. Termination. With or without just cause, such as violation of the terms of the Client's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Client's Agreement, CreditLink may, upon its election, discontinue serving the Client and cancel the Agreement immediately.

13. Entire Agreement. This Agreement shall constitute the entire understanding and agreement between the parties. Any modifications to this Agreement must be made in a writing signed by both parties. Further, if Client makes any alterations to the standard language of this Agreement as presented to Client by CreditLink, those alterations are void unless initialed by both parties, and the controlling language of the Agreement will be the language as it was originally presented.

In signing this Agreement, I certify that I am signing as an owner or authorized officer of the company. I have direct knowledge of the facts contained herein, including those provided on the accompanying Application form and Letter of Intent, and those detailed beneath the signature line, which I understand are included as a part of this Agreement.

Signature

Please type or print all information requested below

Name: _____

Title: _____

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Before mailing your packet, follow this checklist to make sure you have everything you need!

Your completed two-page **Client Application**: Please make sure all fields are filled out, either with the information requested or an 'N/A' where applicable.

A **photocopy of a bank statement** from the bank listed in your Client Application.

A **photocopy of a statement or bill** from **one** of the two business vendors listed in your Client Application.

A **Letter of Intent** on your company letterhead. If you do not have letterhead, a letter on plain paper will do, as long as your business address is on it. Please double check that it is both signed and dated.

Your completed three-page **Service Agreement**. Be sure you've filled out the information needed on page one, and signed and dated page three.

If your business is a **Sole Proprietorship, Partnership or LLP**, a filled out copy of the **Authorization of Individual** page for each owner or partner, with a photocopy of a government issued photo ID for each.

If you have not already paid by phone, a **check for \$100**, payable to **CreditLink Corporation**, for the site inspection portion of the credentialing requirement. (For clients in **Nevada**, an additional **\$39** is required as state law requires the inspection to be performed by a private investigator.)

If you have ANY questions regarding anything in this package, call us at 1-800-446-1421, and we will be happy to assist you. Thank you!

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Notice to Users of Consumer Reports: Obligations of Users Under the FCRA

All users subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Website, www.ftc.gov/credit. Persons not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

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 Federal Trade Commission's Website at www.ftc.gov/credit. 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 Commission's Website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

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. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. Obligations of All Users of Consumer Reports

A. Users Must Have a Permissible Purpose

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

- As ordered by a court or federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Section 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)

- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state or local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5).

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

B. Users Must Provide Certifications

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

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

i. Adverse Actions Based on Information Obtained From a CRA

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

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

ii. 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.

iii. Adverse Actions Based on Information Obtained From Affiliates

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

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. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at www.ftc.gov/credit.

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

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

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain the consumer's prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA.). A Section 615(a) adverse action notice should be sent after the adverse action is taken.

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

The procedures for investigative consumer reports and post-employment 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

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electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. Obligations When Investigative Consumer Reports Are Used

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

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

V. Special Procedures for Employee Investigations

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

VI. Obligations Of Users Of Medical Information

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

VII. Obligations Of Users Of "Prescreened" Lists

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

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provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. This statement must include the address and the toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.

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
 - i. the identity of all end-users;
 - ii. certifications from all users of each purposes for which reports will be used; and
 - iii. 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.

- X. The FTC's Website, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

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

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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