

## **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 disclose your consumer report to you, including all information in your file and a list of everyone who has requested it recently. You will not be charged for the first disclosure in every twelve month period. You are also entitled to a free report if (1) a person has taken adverse action against you because of information supplied by the CRA, so long as you request the report within 60 days of receiving notice of the action, (2) you certify that you are unemployed and plan to seek employment within 60 days, (3) you are on welfare, or (4) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars for disclosure of your consumer report.
- **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 1-877-382-4357 (Toll-Free)
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

<b>FOR QUESTIONS OR CONCERNS REGARDING:</b>	<b>PLEASE CONTACT:</b>
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 1-800-934-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

**Residents of the Following States Have the Following Additional Rights:**

**For Arizona Residents:**

A consumer reporting agency shall, upon your request, clearly and accurately disclose all information in your consumer file at the time of request, except medical information may be withheld. The agency shall inform you of the existence of medical information and you have the right to have that information disclosed to the health care provider of your choice. Nothing in this rule prevents or authorizes a consumer reporting agency to prevent the health care provider from disclosing the medical information to you. You have the right to disclosure of medical information at the time you request disclosure of your file.

**For California Residents:**

You have a right to obtain a copy of your credit file from a consumer credit reporting agency. The first disclosure of your consumer credit report in any twelve month period is free. Subsequent disclosures are free only if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. Otherwise, you may be charged a reasonable fee not exceeding eight dollars (\$ 8) for subsequent disclosures. The consumer credit reporting agency must provide someone to help you interpret the information in your credit file.

You have a right to dispute inaccurate information by contacting the consumer credit reporting agency directly. However, neither you nor any credit repair company or credit service organization has the right to have accurate,

current, and verifiable information removed from your credit report. Under the Federal Fair Credit Reporting Act, the consumer credit reporting agency must remove accurate, negative information from your report only if it is over seven years old. Bankruptcy information can be reported for 10 years.

If you have notified a consumer credit reporting agency in writing that you dispute the accuracy of information in your file, the consumer credit reporting agency must then, within 30 business days, reinvestigate and modify or remove inaccurate information. The consumer credit reporting agency may not charge a fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the consumer credit reporting agency.

If reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the consumer credit reporting agency to keep in your file, explaining why you think the record is inaccurate. The consumer credit reporting agency must include your statement about disputed information in a report it issues about you.

You have a right to receive a record of all inquiries relating to a credit transaction initiated in 12 months preceding your request. This record shall include the recipients of any consumer credit report.

You may request in writing that the information contained in your file not be provided to a third party for marketing purposes.

You have a right to place a "security alert" in your credit report, which will warn anyone who receives information in your credit report that your identity may have been used without your consent. Recipients of your credit report are required to take reasonable steps, including contacting you at the telephone number you may provide with your security alert, to verify your identity prior to lending money, extending credit, or completing the purchase, lease, or rental of goods or services. The security alert may prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that taking advantage of this right may delay or interfere with the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, insurance, rental housing, employment, investment, license, cellular phone, utilities, digital signature, Internet credit card transaction, or other services, including an extension of credit at point of sale. If you place a security alert on your credit report, you have a right to obtain a free copy of your credit report at the time the 90-day security alert period expires. A security alert may be requested by calling the following toll-free telephone number: (800) 815-8664.

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer credit reporting agency from releasing any information in your credit report without your express authorization. A security freeze must be requested in writing by certified mail. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, insurance, government services or payments, rental housing, employment, investment, license, cellular phone, utilities, digital signature, Internet credit card transaction, or other services, including an extension of credit at point of sale. When you place a security freeze on your credit report, you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit report or authorize the release of your credit report for a specific party or period of time after the freeze is in place. To provide that authorization you must contact the consumer credit reporting agency and provide all of the following:

- The personal identification number or password.
- Proper identification to verify your identity.
- The proper information regarding the third party who is to receive the credit report or the period of time for which the report shall be available.

A consumer credit reporting agency must authorize the release of your credit report no later than three business days after receiving the above information.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account, that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

You have a right to bring civil action against anyone, including a consumer credit reporting agency, who improperly obtains access to a file, knowingly or willfully misuses file data, or fails to correct inaccurate file data.

If you are a victim of identity theft and provide to a consumer credit reporting agency a copy of a valid police report or a valid investigative report made by a Department of Motor Vehicles investigator with peace officer status describing your circumstances, the following shall apply:

- You have a right to have any information you list on the report as allegedly fraudulent promptly blocked so that the information cannot be reported. The information will be unblocked only if (A) the information you provide is a material misrepresentation of the facts, (B) you agree that the information is blocked in error, or (C) you knowingly obtained possession of goods, services, or moneys as result of the blocked transactions. If blocked information is unblocked you will be promptly notified.

You have a right to receive, free of charge and upon request, one copy of your credit report each month for up to 12 consecutive months.

### **For Colorado Residents:**

A consumer reporting agency shall, upon written or verbal request and proper identification of any consumer, clearly, accurately, and in a manner that is understandable to the consumer, disclose to the consumer, in writing, all information in its files at the time of the request pertaining to the consumer, including but not limited to:

- The names of all persons requesting credit information pertaining to the consumer during the prior twelve-month period and the date of each request;
- A set of instructions, presented in a manner that is understandable to the consumer, describing how information is presented on its written disclosure of the file; and
- A toll-free number for use in resolving the dispute if the consumer submitted a written dispute to the consumer reporting agency, which operates on a nationwide basis.

A consumer reporting agency may not, by contract or otherwise, prohibit a user of any consumer report or investigative consumer report from, upon request of the consumer, disclosing and explaining the contents of such report or providing a copy of the report to the consumer to whom it relates if adverse action against the consumer has been taken or is contemplated by the user of the consumer report or investigative consumer report, based in whole or in part on such report. No user or consumer reporting agency shall be held liable or otherwise responsible for a disclosed or copied report when acting pursuant to this rule, nor shall such disclosure or provision of a copy of the report, by themselves, make the user a consumer reporting agency.

### **Colorado File Freeze Information:**

State Consumers Have the Right to Obtain a Security Freeze.

You may obtain a security freeze on your consumer report to protect your privacy and ensure that credit is not granted in your name without your knowledge, except as provided by law. You have a right to place a security freeze on your consumer report to prohibit a consumer reporting agency from releasing any information in your consumer report without your express authorization or approval, except as the law allows.

You will not be initially charged to place a security freeze on your consumer report. However, you will be charged a fee of no more than ten dollars to temporarily lift the freeze for a period of time, to permanently remove the freeze from your consumer report, or when you make a subsequent request for a freeze to be placed on your consumer report. As well, you may be charged a fee of no more than twelve dollars to temporarily lift the freeze for a specific party.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. When you place a security freeze on your consumer report, within five business days you will be provided procedures for the temporary release of your consumer report to a specific party or parties or for a period of time after the security freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide the proper information regarding the third party or parties who are to receive the consumer report or the period of time for which the report shall be available to users of the consumer report.

A consumer reporting agency that receives a request from a consumer to temporarily lift a security freeze on a consumer report shall comply with the request no later than three business days after receiving the request.

A security freeze does not apply to circumstances where you have an existing account relationship, and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control, or similar activities.

You should be aware that using a security freeze to take control over who gains access to the personal and financial information in your consumer report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding new loans, credit, mortgage, insurance, government services or payments, rental housing, employment, investment, license, cellular phone, utilities, digital signature, internet credit card transaction, or other services, including an extension of credit at the point of sale. You should plan ahead and lift a security freeze either completely if you are shopping around, or specifically for a certain creditor a few days before actually applying for new credit.

You have the right to bring a civil action or submit to binding arbitration against a consumer reporting agency to enforce an obligation under the security freeze law after following specified dispute procedures and having received the necessary notice.

### **For Connecticut Residents:**

You have a right to obtain one free copy of your credit file from a credit rating agency during every 12 month period. You may be charged a reasonable fee not exceeding seven dollars and fifty cents for any subsequent request in that same twelve-month period. There is no fee, however, if you have been notified of an adverse action taken towards you based on information appearing in your consumer file within the preceding sixty days, if you suspect that your file may contain fraud or that you have been the victim of identity theft, or if you are unemployed or are currently receiving financial assistance. The credit rating agency must provide someone to help you interpret the information in your credit file.

You have a right to dispute inaccurate information by contacting the credit rating agency directly. However, neither you nor any credit repair company or credit service organization has the right to have accurate, current and verifiable information removed from your credit report. Under the federal Fair Credit Reporting Act, the credit rating agency must remove accurate, negative information from your report only if it is over seven years old. Bankruptcy information can be reported for ten years.

If you have notified a credit rating agency in writing that you dispute the accuracy of information in your file, the credit rating agency must then, within thirty business days, reinvestigate and modify or remove inaccurate information. If you provide additional information to the credit rating agency, the agency may extend this time period by fifteen business days. You can dial First Advantage SafeRent, Incorporated and related companies' toll-free telephone number to resolve any disputes: (888) 333-2413.

The credit rating agency may not charge a fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit rating agency.

If reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit rating agency to keep in your file, explaining why you think the record is inaccurate. The credit rating agency must include your statement about disputed information in a report it issues about you.

You have a right to receive a record of all inquiries relating to a credit transaction initiated in twelve months preceding your request which resulted in the provision of a credit report. You may request in writing that the information contained in your file not be provided to a third party for marketing purposes.

If you have reviewed your credit report with the credit rating agency and are dissatisfied, you may contact the Connecticut Department of Banking. You have a right to bring civil action against anyone who knowingly or willfully misuses file data or improperly obtains access to your file.

### **For Delaware Residents:**

#### **Delaware File Freeze Information:**

Delaware Consumers Have the Right to Obtain a Security Freeze.

You may obtain a security freeze on your credit report for no more than \$20.00 to protect your privacy and ensure that credit is not granted in your name without your knowledge. You have a right to place a security freeze on your credit report pursuant to Delaware law. The security freeze will prohibit a consumer reporting

agency from releasing any information in your credit report without your express authorization or approval. You must separately request, by mail, that it be frozen by the three consumer reporting agencies and pay each a \$20.00 fee to do so. After January 31, 2009, you will be able to request this freeze from the agencies by e-mail.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. When you place a security freeze on your credit report, you will be sent a personal identification number or password to use if you choose to remove the freeze on your credit report or to temporarily authorize the release of your credit report for a specific period of time after the freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide all of the following:

1. The unique personal identification number or password provided by the consumer reporting agency.
2. Proper identification to verify your identity.
3. The proper information regarding the period of time for which the report shall be available to users of the credit report.
4. A consumer reporting agency that receives a request from a consumer to lift temporarily a freeze on a credit report shall comply with the request no later than three business days after receiving the request. By January 31, 2009, the consumer reporting agency must temporarily lift the freeze within 15 minutes of receiving the request.

A security freeze does not apply to circumstances where you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control or similar activities.

If you are actively seeking a new credit, loan, utility, telephone, or insurance account, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze with enough advance notice before you apply for new credit for the lifting to take effect. Until January 31, 2009, you should lift the freeze at least 3 business days before applying, and after that date you should lift the freeze at least 15 minutes before applying for a new account.

You have a right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a consumer reporting agency.

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*If a consumer reporting agency negligently, violates the security freeze by releasing credit information that has been placed under a security freeze, the affected consumer is entitled to:*

- (1) Notification within 5 business days of the release of the information, including specificity as to the information released and the third party recipient of the information.*
- (2) File a complaint with the Federal Trade Commission.*
- (3) In a civil action against the consumer reporting agency recover:*
  - a. Injunctive relief to prevent or restrain further violation of the security freeze; and/or*
  - b. A civil penalty in an amount up to \$1,000 for each violation plus any damages available under other civil laws; and*
  - c. Reasonable expenses, court costs, investigative costs, and attorney's fees.*
- (4) Each violation of the security freeze shall be counted as a separate incident for purposes of imposing penalties under this section.*

**For District of Columbia Residents:**

You have a right to dispute the completeness or accuracy of any information contained in any file on you maintained by a consumer credit service organization as allowed by applicable District or federal law and a right to file a dispute directly with the consumer credit reporting agency in accordance with the provisions of the Fair Credit Reporting Act.

**For Florida Residents:**

**Florida File Freeze Information:**

Florida Consumers Have the Right to Obtain a Security Freeze.

(a) You have a right to place a "security freeze" on your consumer report, which will prohibit a consumer reporting agency from releasing any information in your consumer report without your express authorization. A security freeze must be requested in writing by certified mail to a consumer reporting agency. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent.

(b) You should be aware that using a security freeze to control access to the personal and financial information in your consumer report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit mortgage, insurance, government services or payments, rental housing, employment, investment, license, cellular phone, utilities, digital signature, internet credit card transaction, or other services, including an extension of credit at point of sale.

(c) When you place a security freeze on your consumer report, you will be provided a personal identification number or password to use if you choose to remove the freeze on your consumer report or authorize the release of your consumer report for a designated period of time after the security freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide all of the following:

1. The personal identification number or password.
2. Proper identification to verify your identity.
3. Information specifying the period of time for which the report shall be made available.
4. Payment of a fee authorized by this section.

(d) A consumer reporting agency must authorize the release of your consumer report no later than 3 business days after receiving the above information.

(e) A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account, that requests information in your consumer report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

(f) You have the right to bring a civil action against anyone, including a consumer reporting agency, who fails to comply with the provisions of s. 501.005, Florida Statutes, which governs the placing of a consumer report security freeze on your consumer report.

### **For Indiana Residents:**

#### **Indiana File Freeze Information:**

Indiana Consumers Have the Right to Obtain a Security Freeze.

“Under IC 24-5-24, you may obtain a security freeze on your consumer report to protect your privacy and ensure that credit is not granted in your name without your knowledge. The security freeze will prohibit a consumer reporting agency from releasing any information in your consumer report without your express authorization or approval. The security freeze is designed to prevent credit loans and services from being approved in your name without your consent. When you place a security freeze on your consumer report, within ten (10) business days you will be provided a personal identification number to use if you choose to remove the security freezes or to temporarily authorize the release of your consumer report for a period of time or to a specific person after the security freeze is in place. A security freeze does not apply to persons or entities listed in [IC 24-5-24-11](#). If you are actively seeking credit, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You have a right to bring a civil action against someone who violates your rights under IC 24-5- 24”.

### **For Kansas Residents:**

Every consumer reporting agency shall, upon request and proper identification of any consumer, clearly and accurately disclose to the consumer:

- The nature and substance of all information (except medical information) in its files on the consumer at the time of the request.
- The sources of the information; except that the sources of information acquired solely for use in preparing an investigative consumer report and actually used for no other purpose need not be disclosed: Provided, That in the event an action is brought under the provisions of K.S.A. 50-701 to 50-722, inclusive, and amendments thereto, such sources shall be available to the plaintiff under appropriate discovery procedures in the court in which the action is brought.
- The recipients of any consumer report on the consumer which it has furnished for employment purposes within the two-year period preceding the request and for any other purpose within the six-month period preceding the request.

The requirements above respecting the disclosure of sources of information and the recipients of consumer reports do not apply to information received or consumer reports furnished prior to the effective date of this act (§ 50-708) except to the extent that the matter involved is contained in the files of the consumer reporting agency on that date.

Whenever credit or insurance for personal, family or household purposes, or employment involving a consumer is denied or the charge for such credit or insurance is increased either wholly or partly because of information contained in a consumer report from a consumer reporting agency, the user of the consumer report shall so advise the consumer against whom such adverse action has been taken and supply the name and address of the consumer reporting agency making the report.

**For Maine Residents:**

Every consumer reporting agency shall, upon request and proper identification of any consumer, clearly and accurately disclose to that consumer:

- All information in its files on the consumer at the time of the request, except that medical information, as defined in Maine Revised Statutes Section 1312, subsection 8, may be withheld. The consumer shall be informed by the agency of the existence of any such medical information withheld and shall have a right to have that information disclosed to a licensed physician of his choice. Nothing in this chapter shall be construed to prevent, or to authorize any consumer reporting agency to prevent, such a physician from subsequently disclosing that information to the consumer to whom it relates. The agency shall inform the consumer or the consumer's right to disclosure of such withheld information at the time the consumer makes a request to inspect all files pursuant to this section.
- All items of information in its files on that consumer except that the sources of information need not be disclosed. However, in the event an action is brought under this chapter such sources shall be available to the consumer under appropriate discovery procedures in the court in which the action is brought.
- The names and addresses of the recipients of any consumer report or investigative consumer report on the consumer which it has furnished for employment purposes within the 2-year period preceding the request and for any other purpose within the 6-month period preceding the request.
- The procedures adopted by the consumer reporting agency pursuant to Maine Revised Statutes Section 1317 to enable a consumer to correct any inaccurate information contained in that consumer's consumer report.

The requirements respecting the disclosure of sources of information and the recipients of consumer reports do not apply to information received or consumer reports furnished prior to the effective date of this chapter (10 MRS § 1315), except to the extent that the matter involved is contained in the files of the consumer reporting agency on that date.

A consumer reporting agency shall adopt reasonable procedures to enable a consumer to correct any inaccurate information in his file. For the purposes of this law, "inaccurate information" includes materially incomplete information within the scope of the report requested.

If a consumer disputes any item of information contained in the consumer's file on the ground that it is inaccurate

and the dispute is directly conveyed to the consumer reporting agency by the consumer, the consumer reporting agency shall reinvestigate and record the current status of the information within 21 calendar days of notification of the dispute by the consumer, unless it has reasonable grounds to believe that the dispute by the consumer is frivolous, and it shall then immediately notify the consumer of the result of its investigation and the consumer's rights. The presence of contradictory information in a consumer's file does not, in and of itself, constitute reasonable grounds for believing the dispute is frivolous. Upon reinvestigation, the consumer reporting agency shall record in the consumer's file the efforts undertaken to reinvestigate the dispute, including, but not limited to, the names of the person or persons conducting the reinvestigation.

If, after conducting the reinvestigation prescribed, the consumer reporting agency finds that an item is inaccurate or that it can no longer be verified, it shall promptly expunge the item and otherwise correct the file, and refrain from reporting the item in subsequent consumer reports, unless the item is later verified.

Notwithstanding anything in these paragraphs, if a consumer reporting agency is requested to act pursuant to these paragraphs, it may retain the report that is found to be inaccurate; provided that the report is kept separate from other reports about the consumer, that it is conspicuously marked as containing inaccurate information which shall not be disclosed, and that it shall not be disclosed by the consumer reporting agency except in connection with its defense to a civil action brought pursuant to sections 1322 and 1323 of Maine Revised Statutes.

If, after conducting the reinvestigation prescribed, the consumer reporting agency is unable to resolve any difference still remaining between the allegations made by its sources and the consumer, it shall:

- Promptly indicate in the file that the item is disputed;
- Permit the consumer to file a statement containing the nature of the dispute. The agency may limit such statements to not more than 200 words if it provides the consumer with assistance in writing a clear summary of the dispute;
- Include the consumer's statement of the dispute in all subsequent credit reports containing the information in question; and
- Clearly note in all subsequent consumer reports that the item is disputed by the consumer.

When a consumer reporting agency must act pursuant to the above rules, it shall notify the consumer in writing that it will notify each person whom the consumer designates who has received the item of information during the previous 2 years for employment purposes or during the previous 6 months for any other purpose that the item is inaccurate, can no longer be verified or that it is disputed and that it will furnish them with the corrected information, and the consumer reporting agency shall notify each person designated by the consumer who has received the item of information during the previous 2 years from employment purposes or during the previous 6 months for any other purpose, that the item is inaccurate, can no longer be verified or that it is disputed, and shall furnish those persons with the corrected information and, where applicable, with a copy of the consumer's statement.

### **For Maryland Residents:**

You have a right to obtain one free copy of your credit file from a credit rating agency during every 12 month period. You may be charged a reasonable fee, not exceeding \$5, for any subsequent report received in that same twelve-month period. However, there is no fee if (1) you have been notified of an adverse action taken towards you based on information appearing in your consumer file and you have requested your report within 30 days of receipt of said notification, (2) you suspect that your file may contain fraud or that you have been the victim of identity theft, (3) disclosure is made to a person, designated by you, of the deletion from your consumer report of information found to be inaccurate or no longer verifiable, or (4) if you are unemployed or are currently receiving financial assistance.

The credit rating agency must provide someone to help you interpret the information in your credit file. The consumer reporting agency shall indicate the amount of the fee to the consumer before providing the report or furnishing the information.

If the consumer reporting agency receives written notice from you restricting the sale or other transfer of information in your file, the consumer reporting agency may not sell, offer to sell, or furnish such information to a mail-service organization, a marketing firm, or any other similar organization that obtains consumer information for marketing purposes.

A consumer reporting agency shall, upon your request and proper identification, provide you an exact copy of any file on you, except any part of the file which contains medical information; a written explanation of codes or trade language used; a description of the rights of the consumer under this subtitle; and the name, address, and telephone number of the Commissioner.

Whenever access to a file or a copy of a file has been furnished to a consumer, the consumer reporting agency may delete the sources of information acquired solely for use in an investigative report and used for no other purpose. If any action is brought by the consumer under these rules, the consumer reporting agency shall make such sources available to the plaintiff under appropriate discovery procedures.

Whenever adverse action is taken against you, at the time the adverse action is communicated to you, you have the right to make a written request for the reasons for the adverse action. The user of a consumer report on which adverse action is based must clearly and accurately disclose to you your right to make the written request.

If you dispute the completeness or accuracy of any item of information in your consumer report and the dispute is directly conveyed to the consumer reporting agency in writing, the consumer reporting agency shall within 30 days reinvestigate and record the current status of that information unless it has reasonable grounds to believe that the dispute is frivolous or irrelevant.

If after reinvestigation the information is found to be inaccurate or can no longer be verified, the consumer reporting agency shall within 7 business days delete the information and mail written notice of the correction to you and to each person to whom the erroneous information was furnished, and a statement of the rights of the consumer under this subtitle.

If after reinvestigation the information is found to be accurate or is verified, the consumer reporting agency shall within 7 business days mail written notice of the finding to you along with a statement of the rights of the

consumer under this subtitle.

Within 60 days after receiving the notice, you may request in writing that the consumer reporting agency disclose the name, address, and telephone number of each person contacted during the reinvestigation. Within 30 days after receiving your written request under this paragraph, the consumer reporting agency shall make the requested disclosure.

A person contacted during the reinvestigation who determines that the information was inaccurate shall correct the information in the person's records within 12 business days after the determination occurs.

The presence of contradictory information in your file does not in and of itself constitute reasonable grounds for believing the dispute is frivolous or irrelevant. If a consumer reporting agency finds that a dispute is frivolous or irrelevant, the agency within 7 business days shall mail a written notice of the finding, including the reasons for the finding, to you; and a statement of the rights of the consumer under this subtitle.

If the reinvestigation does not resolve the dispute, you may file a brief statement setting forth the nature of the dispute. The consumer reporting agency may limit statements to not more than 100 words if it provides you with assistance in writing a clear summary of the dispute. Whenever a statement of a dispute is filed, unless there are reasonable grounds to believe that it is frivolous or irrelevant, the consumer reporting agency shall, in any subsequent consumer report containing the information in question, clearly note that it is disputed by you and provide either the your statement or a clear and accurate codification or summary of it.

You have a right to make a request, following any deletion of information which is found to be inaccurate or whose accuracy can no longer be verified, that the consumer reporting agency furnish notification that the item has been deleted to any person specifically designated by you who has within two years prior received a consumer report for employment purposes, or within 1 year prior received a consumer report for any other purpose, which contained the deleted or disputed information. The disclosure shall be made at or prior to the time the information is deleted or your statement regarding the disputed information is received.

Except as authorized no consumer reporting agency may make any consumer report containing any of the following items of information:

- Bankruptcies which, from date of adjudication of the most recent bankruptcy, antedate the report by more than 10 years;
- Suits and judgments which, from date of entry, antedate the report by more than seven years or until the governing statute of limitations has expired, whichever is the longer period;
- Paid tax liens which, from date of payment, antedate the report by more than seven years;
- Accounts placed for collection or charged to profit and loss which antedate the report by more than seven years;
- Records of arrest, indictment, or conviction of crime which, from date of disposition, release, or parole, antedate the report by more than seven years; or
- Any other adverse item of information which antedates the report by more than seven years.

The provisions above are not applicable in the case of any consumer credit report to be used in connection with:

- A credit transaction involving, or which may reasonably be expected to involve, a principal amount of \$ 50,000 or more;
- The underwriting of life insurance involving, or which may reasonably be expected to involve, a face amount of \$ 50,000 or more; or
- The employment of any individual at an annual salary which equals, or which may reasonably be expected to equal, \$ 20,000 or more.

You have a right to bring civil action against anyone who willfully or negligently fails to comply with any requirement imposed under the subtitle of Maryland state law outlined above.

**For Massachusetts Residents:**

You have a right to obtain a copy of your credit file from a consumer credit reporting agency. You will not be charged for your first copy but may be charged a reasonable fee not exceeding eight dollars for each additional disclosure within the same 12-month period.

However, there is no fee if (1) you have been notified of an adverse action taken towards you based upon information appearing in your consumer file within the preceding sixty days, (2) you suspect that your file may contain fraud or you have been the victim of identity theft, or (3) you are unemployed or are currently receiving financial assistance.

The consumer credit reporting agency must provide someone to help you interpret the information in your credit file.

You have a right to dispute inaccurate information by contacting the consumer credit reporting agency directly. However, neither you nor any credit repair company or credit service organization has the right to have accurate, current, and verifiable information removed from your credit report. In most cases, under state and federal law, the consumer credit reporting agency must remove accurate, negative information from your report only if it is over seven years old, and must remove bankruptcy information only if it is over ten years old.

If you have notified a consumer credit reporting agency in writing that you dispute the accuracy of information in your file, the consumer credit reporting agency must then, within thirty business days, reinvestigate and modify or remove inaccurate information. The consumer credit reporting agency may not charge a fee for this service. Any pertinent information and copies of all documents you have concerning a dispute should be given to the consumer credit reporting agency.

If reinvestigation does not resolve the dispute to your satisfaction, you may send a statement to the consumer credit reporting agency to keep in your file, explaining why you think the record is inaccurate. The consumer credit reporting agency must include your statement about the disputed information in a report it issues about you.

You have a right to receive a record of all inquiries relating to a credit transaction initiated in the six months

preceding your request, or two years in the case of a credit report used for employment purposes. This record shall include the recipients of any consumer credit report.

You have the right to opt out of any pre-screening lists compiled by or with the assistance of a consumer credit reporting agency; however, we do not participate in compiling such lists and as such, it is unnecessary for you to contact us to remove your name from these lists.

You may be entitled to collect compensation, in certain circumstances, if you are damaged by a person's negligent or intentional failure to comply with the provisions of the credit reporting act.

### **For Montana Residents:**

Every consumer reporting agency shall, upon request and proper identification of any consumer, clearly and accurately disclose to the consumer the nature and substance of all information (except medical information) in its files on the consumer at the time of the request, and the sources of the information.

The requirements respecting the disclosure of sources of information and the recipients of consumer reports furnished prior to July 1, 1975, do not apply to existing consumer reporting agencies except to the extent that the matter involved is contained in the files of the consumer reporting agency on that date.

If the completeness or accuracy of any item of information contained in this file is disputed by a consumer and the dispute is directly conveyed to the consumer reporting agency by the consumer, the consumer reporting agency shall within a reasonable period of time reinvestigate and record the current status of that information unless it has reasonable grounds to believe that the dispute by the consumer is frivolous or irrelevant. If after such reinvestigation such information is found to be inaccurate or can no longer be verified, the consumer reporting agency shall promptly delete the information and notify all users, of whom the consumer reporting agency has records, of the information's deletion. The users shall also delete the information. If the reinvestigation does not resolve the dispute, the consumer may file a brief statement setting forth the nature of the dispute. Whenever a statement of a dispute is filed, unless there are reasonable grounds to believe that it is frivolous or irrelevant, the consumer reporting agency shall, in any subsequent consumer report containing the information in question, clearly note that it is disputed by the consumer and provide either the consumer's statement or a clear and accurate codification or summary thereof. The consumer reporting agency shall notify the consumer of all users, of whom it has records, who have the disputed information.

### **For Nevada Residents:**

Under the Fair Credit Reporting Act (FCRA), all consumers are entitled to one free annual file disclosure in any twelve month period. You may be charged a reasonable fee, not exceeding nine dollars, for each additional disclosure within any 12-month period.

However, there is no fee if (1) you have been notified of an adverse action taken towards you based upon information appearing in your consumer file within the preceding 60 days, (2) you suspect that your file may contain fraud or you have been the victim of identity theft, or (3) you are unemployed or are currently receiving financial assistance.

"Consumer report" means any communication, written or oral, by a reporting agency regarding the payment history of a particular consumer, including information regarding credit worthiness, credit standing, or credit

capacity, which is intended for present or future use in whole or in part to serve as a factor in determining the consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes, purposes relating to employment, or any other purpose authorized pursuant to the Fair Credit Reporting Act.

A reporting agency may furnish a consumer report concerning you for an extension of credit which you did not initiate only if the contemplated transaction represents a firm offer of credit to you and you meet specific criteria determined by the user, or you have not requested that your name and address be excluded from any list to be provided for such a purpose.

A person shall not procure a consumer report to resell or disclose the report or the information contained in the report unless the person discloses to the reporting agency which originally furnished the report the identity of the intended ultimate user of the report or information, and the only purposes for which the information will be used.

A reporting agency shall not include medical information in its files.

If a person takes adverse action against you based on a consumer report from a reporting agency, the person shall notify you of the action taken; furnish you with the name and address of the reporting agency; and inform you of your right to obtain a copy of the consumer report from the agency.

Upon receiving your request for disclosure, and information sufficient to identify you, a reporting agency shall clearly and accurately disclose to you the nature and substance of information in its files which relates to you at the time of the request, and disclose the names of the institutional sources of information. If you request, the reporting agency shall provide a readable copy of the consumer report, disclose the name of each person who has received from the reporting agency information concerning you within the preceding 2 years for purposes of employment, promotion, reassignment or retention as an employee; or within the preceding 6 months for any other purpose.

A reporting agency shall periodically purge from its files and after purging shall not disclose bankruptcies whose dates of adjudication precede the report by more than 10 years. A report of adjudication must include, if known, the chapter of Title 11 of the United States Code under which the case arose. Except as otherwise provided by a specific statute, any other civil judgment, report of criminal proceedings, or other adverse information which precedes the report by more than 7 years.

You have a right to bring civil action against anyone who willfully or negligently fails to comply with any requirement imposed under the subtitle of Nevada state law outlined above.

### **For New Hampshire Residents:**

#### **New Hampshire File Freeze Information:**

##### Right to Security Freeze on Consumer Credit Report

You have the right to place a "security freeze" on your credit report pursuant to [RSA 359-B:24](#). Under New Hampshire law, what is commonly known as a credit report is referred to as a "consumer report." A security

freeze will prohibit a consumer reporting agency from releasing any information in your consumer report without your express authorization. The security freeze must be requested in writing, by certified mail.

You may obtain a security freeze on your consumer report at no charge if you are a victim of identity theft and you submit a copy of the police report, investigative report, or complaint that you filed with a law enforcement agency about unlawful use of your personal information by another person.

The consumer reporting agency may charge you a fee for the security freeze if you are not a victim of identity theft.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gains access to the personal and financial information in your consumer report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding new loans, credit, mortgage, insurance, government services or payments, rental housing, employment, investment, license, cellular phone, utilities, digital signature, internet credit card transaction, or other services, including an extension of credit at point of sale.

When you place a security freeze on your consumer report, within 10 business days you will be provided a personal identification number or password to use if you choose to remove the freeze on your consumer report or authorize the release of your consumer report for a specific party or period of time after the freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide all of the following:

- (1) The unique personal identification number or password provided by the consumer reporting agency.
- (2) Proper identification to verify your identity.
- (3) The proper information regarding the third party who will receive the credit report or the period of time for which the report shall be available to users of the credit report.
- (4) Payment of the applicable fee, if any.

A consumer reporting agency that receives a request from a consumer to lift temporarily a freeze on a consumer report must comply with the request no later than 3 business days after receiving the request.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity with which you have an existing account that requests information in your consumer report for the purposes of reviewing or collecting the accounts, provided the use of your credit report is for a permissible purpose as provided by the federal Fair Credit Reporting Act. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

You have the right to bring a civil action against anyone who violates your rights under the credit reporting laws.

## **For New Jersey Residents:**

### **New Jersey File Freeze Information:**

You may obtain a security freeze on your credit report to protect your privacy and ensure that credit is not granted in your name without your knowledge. You have a right to place a "security freeze" on your credit report pursuant to New Jersey law.

The security freeze will prohibit a consumer reporting agency from releasing any information in your credit report without your express authorization or approval.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. When you place a security freeze on your credit report, within five business days you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit report or to temporarily authorize the release of your credit report for a specific party, parties or period of time after the freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide all of the following:

- (i) The unique personal identification number or password provided by the consumer reporting agency;
- (ii) Proper identification to verify your identity; and
- (iii) The proper information regarding the third party or parties who are to receive the credit report or the period of time for which the report shall be available to users of the credit report.

A consumer reporting agency that receives a request from a consumer to lift temporarily a freeze on a credit report shall comply with the request no later than three business days or less, as provided by regulation, after receiving the request.

A security freeze does not apply to circumstances in which you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control or similar activities.

If you are actively seeking credit, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze, either completely if you are shopping around, or specifically for a certain creditor, a few days before actually applying for new credit.

You have a right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a consumer reporting agency or a user of your credit report.

## **For New Mexico Residents:**

### **New Mexico File Freeze Information:**

Right to Security Freeze on Consumer Credit Report

You may obtain a security freeze on your credit report to protect your privacy and ensure that credit is not granted in your name without your knowledge. You have a right to place a security freeze on your credit report pursuant to the Credit Report Security Act.

The security freeze will prohibit a consumer reporting agency from releasing any information in your credit report without your express authorization or approval.

The security freeze is designed to prevent credit, loans and services from being approved in your name without your consent. When you place a security freeze on your credit report, you will be provided with a personal identification number, password or similar device to use if you choose to remove the freeze on your credit report or to temporarily authorize the release of your credit report to a specific party or parties or for a specific period of time after the freeze is in place. To remove the freeze or to provide authorization for the temporary release of your credit report, you must contact the consumer reporting agency and provide all of the following:

- (1) the unique personal identification number, password or similar device provided by the consumer reporting agency;
- (2) proper identification to verify your identity;
- (3) information regarding the third party or parties who are to receive the credit report or the period of time for which the credit report may be released to users of the credit report; and
- (4) payment of a fee, if applicable.

A consumer reporting agency that receives a request from a consumer to lift temporarily a freeze on a credit report shall comply with the request no later than three business days after receiving the request. As of September 1, 2008, a consumer reporting agency shall comply with the request within fifteen minutes of receiving the request by a secure electronic method or by telephone.

A security freeze does not apply in all circumstances, such as where you have an existing account relationship and a copy of your credit report is requested by your existing creditor or its agents for certain types of account review, collection, fraud control or similar activities; for use in setting or adjusting an insurance rate or claim or insurance underwriting; for certain governmental purposes; and for purposes of prescreening as defined in the federal Fair Credit Reporting Act.

If you are actively seeking a new credit, loan, utility, telephone or insurance account, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze, either completely if you are shopping around or specifically for a certain creditor, with enough advance notice before you apply for new credit for the lifting to take effect. You should contact a consumer reporting agency and request it to lift the freeze at least three business days before applying. As of September 1, 2008, if you contact a consumer reporting agency by a secure electronic method or by telephone, the consumer reporting agency should lift the freeze within fifteen minutes. You have a right to bring a civil action against a consumer reporting agency that violates your rights under the Credit Report Security Act."

### **For New York Residents:**

The consumer reporting agency has the obligation to provide you disclosure of your consumer report in person, by mail or by telephone. The agency has an obligation to provide a decoded written version of the file or a written copy of the file with an explanation of any code used if you so request. Disclosure shall be provided in the manner selected by you. If you have been denied credit in the past thirty days you are entitled to receive a written copy of your complete file, at no charge whatsoever, should you choose to request such a copy.

If a disputed item is deleted from your consumer file by First Advantage SafeRent, Inc. and related companies, ("First Advantage SafeRent") or you request that a dispute statement is filed, you may request from First Advantage SafeRent that it provides a revised RegistryCheck Report, to the customer to whom a RegistryCheck Report has been provided, at no charge to the customer or the consumer. Furthermore, there are other tenant screening bureaus, which you may want to contact to request reinvestigation and/or modification of your file.

The results of the reinvestigation conducted by First Advantage SafeRent will not affect records maintained by other tenant screening bureaus.

For any public record information reported in your First Advantage SafeRent consumer file, if you provide First Advantage SafeRent, Inc. with a letter from the Petitioner-Landlord or its attorney, or a court order, stipulation, decision or finding in which it is stated that the case was: (1) devoid of merit, brought in error or the like; or (2) dismissed, withdrawn or discontinued, and that as a result, such dismissal, withdrawal or discontinuance is without prejudice to the commencement of a new proceeding, and a new proceeding is subsequently brought for the same, or overlapping claim, which is resolved on the merits, First Advantage SafeRent will (A) expunge the previous case; (B) not report such case(s) in the future; and (C) respond to any such request for expungement by confirming, in writing, that the case(s) will be expunged, or not, within 30 days of receipt of such letter, order, stipulation or decision.

### **For North Carolina Residents:**

#### **North Carolina File Freeze Information:**

North Carolina Consumers Have the Right to a Security Freeze on Their Consumer Credit Report.

You have a right to place a "security freeze" on your credit report pursuant to North Carolina law. The security freeze will prohibit a consumer reporting agency from releasing any information in your credit report without your express authorization. A security freeze must be requested in writing by certified mail.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gains access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding new loans, credit, mortgage, insurance, rental housing, employment, investment, license, cellular phone, utilities, digital signature, Internet credit card transactions, or other services, including an extension of credit at point of sale.

The freeze will be placed within five business days. When you place a security freeze on your credit report, within 10 business days, you will be provided a personal identification number or a password to use when you want to remove or lift temporarily the security freeze.

A freeze does not apply when you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control, or similar activities.

You should plan ahead and lift a freeze if you are actively seeking credit or services as a security freeze may slow your applications, as mentioned above.

You can remove a freeze or authorize temporary access for a specific period of time by contacting the consumer reporting agency and providing all of the following:

- (1) Your personal identification number or password,
- (2) Proper identification to verify your identity, and
- (3) Proper information regarding the period of time you want your report available to users of the credit report.

A consumer reporting agency that receives a request from you to temporarily lift a freeze on a credit report shall comply with the request no later than three business days after receiving the request. A consumer reporting agency may charge you up to ten dollars (\$10.00) for each time you freeze, remove the freeze, or temporarily lift the freeze for a period of time, except a consumer reporting agency may not charge any amount to a victim of identify theft who has submitted a copy of a valid investigative or incident report or complaint with a law enforcement agency about the unlawful use of the victim's identifying information by another person.

You have a right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a consumer reporting agency or a user of your credit report."

### **For Oklahoma Residents:**

#### **Oklahoma File Freeze Information:**

##### Right to Security Freeze on Consumer Credit Report

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. A security freeze must be requested in writing by certified mail. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, government services or payments, rental housing, employment, investment, license, cellular phone, utilities, digital signature, Internet credit card transaction, or other services, including an extension of credit at point of sale. When you place a security freeze on your credit report, you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit report or authorize the release of your credit report for a period of time after the freeze is in place. To provide that authorization you must contact the consumer reporting agency by one of the methods that it requires, and provide all of the following:

1. The personal identification number or password;
2. Proper identification to verify your identity;
3. The proper information regarding the period of time for which the report shall be available; and
4. The payment of the appropriate fee.

A consumer reporting agency must authorize the release of your credit report no later than three (3) business

days after receiving all of the above items by any method that the consumer reporting agency allows.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

You have a right to bring civil action against anyone, including a consumer reporting agency who willfully or negligently fails to comply with any requirement of the Oklahoma Consumer Report Security Freeze Act.

A consumer reporting agency has the right to charge you up to Ten Dollars (\$10.00) to place a freeze on your credit report, up to Ten Dollars (\$10.00) to temporarily lift a freeze on your credit report, and up to Ten Dollars (\$10.00) to remove a freeze from your credit report. However, you shall not be charged any fee if you are a victim of identity theft who has submitted, at the time the security freeze is requested, a copy of a valid investigative or incident report or complaint with a law enforcement agency about the unlawful use of your identifying information by another person, or if you are sixty-five (65) years of age or older for the initial placement and removal of a security freeze."

Under the Fair Credit Reporting Act (FCRA), all consumers are entitled to one free annual file disclosure in any twelve month period. You may be charged a reasonable fee, not exceeding eight dollars, for each additional disclosure within any 12-month period.

However, there is no fee if (1) you have been notified of an adverse action taken towards you based upon information appearing in your consumer file within the preceding 60 days, (2) you suspect that your file may contain fraud or you have been the victim of identity theft, or (3) you are unemployed or are currently receiving financial assistance.

A consumer reporting agency may not prohibit a user of a consumer report or investigative consumer report from disclosing the contents of the report or providing a copy of the report to you at your request if adverse action against you based wholly or partly on the report has been taken or is contemplated by the user of the report. A user of a consumer report or a consumer reporting agency may not be found liable or otherwise held responsible for a disclosed or copied report when acting pursuant to these rules. The disclosure or copy of the report, by itself, does not make a user of the report a consumer reporting agency.

If you furnish your social security number to a person for use in obtaining a consumer report, the person shall include your social security number with the request for the consumer report and shall include the social security number with all future reports of information regarding you made by the person to a consumer reporting agency unless the person has reason to believe that the social security number is inaccurate.

A consumer reporting agency may not furnish your medical information in a consumer report that is being obtained for employment purposes or in connection with a credit, insurance, or direct marketing transaction unless you consent to the furnishing of the medical information.

You have a right to request disclosure of the contents of your consumer report if adverse action is taken against you based wholly or partly on the report. A consumer reporting agency may not prohibit the user of the report from disclosing its contents to you in this instance.

On request and proper identification provided by you, a consumer reporting agency shall disclose to you in writing, all information pertaining to you in the consumer reporting agency's files at the time of the request, including the name of each person requesting credit information about you during the preceding six months and the date of each request, and a set of instructions describing how information is presented on the consumer reporting agency's written disclosure of the consumer file.

If you sent a written dispute to First Advantage SafeRent, Inc. and related companies, you can call the following toll-free number for use in resolving the dispute, at which personnel are available to consumers during normal business hours: (888) 333-2413.

The information in a consumer report disclosed to you must be disclosed in a clear, accurate manner that is understandable to an average consumer. A consumer reporting agency shall provide a copy of the consumer's file to you on your request and on evidence of proper identification, as directed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.), as amended, and regulations adopted under that Act.

If the completeness or accuracy of information contained in your file is disputed by the consumer and you notify the consumer reporting agency of the dispute, the agency shall reinvestigate the disputed information free of charge and record the current status of the disputed information not later than the 30th business day after the date on which the agency receives the notice. The consumer reporting agency shall provide you with the option of notifying the agency of a dispute concerning your file by speaking directly to a representative of the agency during normal business hours.

Not later than the fifth business day after the date on which a consumer reporting agency receives notice of your dispute the agency shall provide notice of the dispute to each person who provided any information related to the dispute.

A consumer reporting agency may terminate a reinvestigation of information disputed if the agency reasonably determines that the dispute is frivolous or irrelevant. An agency that terminates a reinvestigation of disputed information under this subsection shall promptly notify you of the termination and the reasons for the termination by mail, or if authorized by you, by telephone. The presence of contradictory information in your file does not by itself constitute reasonable grounds for determining that the dispute is frivolous or irrelevant.

If disputed information is found to be inaccurate or cannot be verified after a reinvestigation, the consumer reporting agency, unless otherwise directed by you, shall promptly delete the information, revise your file, and provide the revised consumer report to you and to each person who requested the consumer report within the preceding six months. The consumer reporting agency may not report the inaccurate or unverified information in subsequent reports.

Information deleted may not be reinserted in your file unless the person who furnishes the information to the consumer reporting agency reinvestigates and states in writing or by electronic record to the agency that the information is complete and accurate.

A consumer reporting agency shall provide written notice of the results of a reinvestigation or reinsertion made under this section not later than the fifth business day after the date on which the reinvestigation or reinsertion has been completed. The notice must include:

- A statement that the reinvestigation is complete;

- A statement of the determination made by the agency on the completeness or accuracy of the disputed information;
- A copy of the consumer's file or consumer report and a description of the results of the reinvestigation;
- A statement that a description of the procedure used to determine the accuracy and completeness of the information shall be provided to the consumer by the agency on request, including the name, business address, and, if available, the telephone number of each person contacted in connection with the information;
- A statement that the consumer is entitled to add a statement to the consumer's file disputing the accuracy or completeness of the information as provided by Section 611 of the Fair Credit Reporting Act (15 U.S.C. Section 1681i), as amended; and
- A statement that the consumer may be entitled to dispute resolution as prescribed by this section, after the consumer receives the notice specified under this subsection.
- This section does not require a person who obtains a consumer report for resale to another person to alter or correct an inaccuracy in the consumer report if the report was not assembled or prepared by the person.

Except as provided a consumer reporting agency may not furnish a consumer report containing information related to:

- A case under Title 11 of the United States Code or under the federal Bankruptcy Act in which the date of entry of the order for relief or the date of adjudication predates the consumer report by more than 10 years;
- Suit or judgment in which the date of entry predates the consumer report by more than seven years or the governing statute of limitations, whichever is longer;
- A tax lien in which the date of payment predates the consumer report by more than seven years;
- A record of arrest, indictment, or conviction of a crime in which the date of disposition, release, or parole predates the consumer report by more than seven years; or
- Another item or event that predates the consumer report by more than seven years.

A consumer reporting agency may furnish a consumer report that contains information if the information is provided in connection with:

- A credit transaction with a principal amount that is or may reasonably be expected to be \$ 150,000 or more;
- The underwriting of life insurance for a face amount that is or may reasonably be expected to be \$ 150,000 or more; or

- Your employment at an annual salary that is or may reasonably be expected to be \$ 75,000 or more.

A consumer reporting agency may not furnish medical information about you in a consumer report that is being obtained for employment purposes or in connection with a credit, insurance, or direct marketing transaction unless you consent to the furnishing.

A “security alert” is a notice placed on a consumer’s file that alerts a recipient of a consumer report involving that consumer file that the consumer's identity may have been used without the consumer's consent to fraudulently obtain goods or services in the consumer's name.

On a request in writing or by telephone and with proper identification provided by a consumer, a consumer reporting agency shall place a security alert on the consumer's consumer file not later than 24 hours after the date the agency receives the request. The security alert must remain in effect for not less than 45 days after the date the agency places the security alert on the file. There is no limit on the number of security alerts a consumer may request. At the end of a 45-day security alert, on request in writing or by telephone and with proper identification provided by the consumer, the agency shall provide the consumer with a copy of the consumer's file. A consumer may include with the security alert request a telephone number to be used by persons to verify the consumer's identity before entering into a transaction with the consumer.

If you wish to place a security alert on your file you should contact First Advantage SafeRent, Inc. at (800) 815-8664.

A “security freeze” is a notice placed on a consumer file that prohibits a consumer reporting agency from releasing a consumer report relating to the extension of credit involving that consumer file without the express authorization of the consumer.

On written request sent by certified mail that includes proper identification provided by a consumer and a copy of a valid police report, investigative report, or complaint made under Section 32.51, Penal Code, a consumer reporting agency shall place a security freeze on a consumer's consumer file not later than the fifth business day after the date the agency receives the request.

On written request for a security freeze a consumer reporting agency shall disclose to the consumer the process of placing, removing, and temporarily lifting a security freeze and the process for allowing access to information from the consumer's consumer file for a specific requester or period while the security freeze is in effect.

A consumer reporting agency shall, not later than the 10th business day after the date the agency receives the request for a security freeze send a written confirmation of the security freeze to the consumer, and provide the consumer with a unique personal identification number or password to be used by the consumer to authorize a removal or temporary lifting of the security freeze.

A consumer may request in writing a replacement personal identification number or password. The request must comply with the requirements for requesting a security freeze. The consumer reporting agency shall not later than the third business day after the date the agency receives the request for a replacement personal identification number or password provide the consumer with a new unique personal identification number or password to be used by the consumer instead of the number or password that was previously provided.

If a security freeze is in place, a consumer reporting agency shall notify the consumer in writing of a change in the consumer file to the consumer's name, date of birth, social security number, or address not later than 30 calendar days after the date the change is made. The agency shall send notification of a change of address to the new address and former address. This section does not require notice of an immaterial change, including a street abbreviation change or correction of a transposition of letters or misspelling of a word.

A consumer reporting agency shall notify a person who requests a consumer report if a security freeze is in effect for the consumer file involved in that report.

On a request in writing or by telephone and with proper identification provided by a consumer, including the consumer's personal identification number or password provided, a consumer reporting agency shall remove a security freeze not later than the third business day after the date the agency receives the request.

On a request in writing or by telephone and with proper identification provided by a consumer, including the consumer's personal identification number or password provided, a consumer reporting agency, not later than the third business day after the date the agency receives the request, shall temporarily lift the security freeze for a certain properly designated period, or a certain properly identified requester.

A consumer reporting agency may develop procedures involving the use of a telephone, a facsimile machine, the Internet, or another electronic medium to receive and process a request from a consumer under this section.

A consumer reporting agency shall remove a security freeze placed on a consumer file if the security freeze was placed due to a material misrepresentation of fact by the consumer. The consumer reporting agency shall notify the consumer in writing before removing the security freeze.

A consumer reporting agency may not charge a fee for a request relating to security freeze.

You have a right to bring civil action against anyone who willfully or negligently fails to comply with any requirement imposed under the subtitle of Texas state law outlined above.

### **For Rhode Island Residents:**

#### **Rhode Island File Freeze Information:**

##### Right to Security Freeze on Consumer Credit Report

You may obtain a security freeze on your credit report to protect your privacy and ensure that credit is not granted in your name without your knowledge. You have a right to place a "security freeze" on your credit report pursuant to the R.I.G.L. chapter 6-48 to the Identity Theft Prevention Act of 2006.

The security freeze will prohibit a consumer reporting agency from releasing any information in your credit report without your express authorization or approval.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. When you place a security freeze on your credit report, within five (5) business days you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit

report or to temporarily authorize the release of your credit report for a specific period of time after the freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide all of the following:

- (1) The unique personal identification number or password provided by the consumer reporting agency.
- (2) Proper identification to verify your identity.
- (3) The proper information regarding the period of time for which the report shall be available to users of the credit report.

A consumer reporting agency that receives a request from a consumer to temporarily lift a freeze on a credit report shall comply with the request no later than three (3) business days after receiving the request.

A security freeze does not apply to circumstances where you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of an account review, collection, fraud control or similar activities.

If you are actively seeking a new credit, loan, utility, telephone, or insurance account, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze--either completely if you are shopping around, or specifically for a certain creditor--with enough advance notice before you apply for new credit for the lifting to take effect.

You have a right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a consumer reporting agency or a user of your credit report.

Unless you are sixty-five (65) years of age or older, or you are a victim of identity theft with an incident report or complaint from a law enforcement agency, a consumer reporting agency has the right to charge you up to ten dollars (\$10.00) to place a freeze on your credit report, up to ten dollars (\$10.00) to temporarily lift a freeze on your credit report, depending on the circumstances, and up to ten dollars (\$10.00) to remove a freeze from your credit report. If you are sixty-five (65) years of age or older or are a victim of identity theft with a valid incident report or complaint, you may not be charged a fee by a consumer reporting agency for placing, temporarily lifting, or removing a freeze.

**For Vermont Residents:**

**NOTICE TO VERMONT CONSUMERS**

Under Vermont law, you are allowed to receive one free copy of your credit report every 12 months from each credit reporting agency. If you would like to obtain your free credit report from First Advantage SafeRent, Inc. and related companies, you should contact us either by writing to the following address:

First Advantage SafeRent, Inc.  
Consumer Relations Department  
7300 Westmore Road Suite 3  
Rockville, Maryland 20850-5223

or by calling the following number:

(888) 333-2413, or both

Under Vermont law, no one may access your credit report without your permission except under the following limited circumstances:

(A) in response to a court order;

(B) for direct mail offers of credit;

(C) if you have given ongoing permission and you have an existing relationship with the person requesting a copy of your credit report;

(D) where the request for a credit report is related to an education loan made, guaranteed, or serviced by the Vermont Student Assistance Corporation;

(E) where the request for a credit report is by the Office of Child Support Services when investigating a child support case;

(F) where the request for a credit report is related to a credit transaction entered into prior to January 1, 1993; and

(G) where the request for a credit report is by the Vermont State Tax Department and is used for the purpose of collecting or investigating delinquent taxes.

If you believe a law regulating consumer credit reporting has been violated, you may file a complaint with the Vermont Attorney General's Consumer Assistance Program, 104 Morrill Hall, University of Vermont, Burlington, Vermont 05405. Telephone number (800) 649-2424 or, in Chittenden County, 649-2424."

### **Vermont File Freeze Information:**

#### **Vermont Consumers Have the Right to Obtain a Security Freeze**

You have a right to place a "security freeze" on your credit report pursuant to [9 V.S.A. § 2480h](#) at no charge if you are a victim of identity theft. All other Vermont consumers will pay a fee to the credit reporting agency of up to \$10.00 to place the freeze on their credit report. The security freeze will prohibit a credit reporting agency from releasing any information in your credit report without your express authorization. A security freeze must be requested in writing by certified mail.

The security freeze is designed to help prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gains access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding new loans, credit, mortgage, insurance, government services or payments, rental housing, employment, investment, license, cellular phone,

utilities, digital signature, internet credit card transaction, or other services, including an extension of credit at point of sale.

When you place a security freeze on your credit report, within ten business days you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit report or authorize the release of your credit report for a specific party, parties or period of time after the freeze is in place. To provide that authorization, you must contact the credit reporting agency and provide all of the following:

- (1) The unique personal identification number or password provided by the credit reporting agency.
- (2) Proper identification to verify your identity.
- (3) The proper information regarding the third party or parties who are to receive the credit report or the period of time for which the report shall be available to users of the credit report.

A credit reporting agency may charge a fee of up to \$5.00 to a consumer who is not a victim of identity theft to remove the freeze on your credit report or authorize the release of your credit report for a specific party, parties, or period of time after the freeze is in place. For a victim of identity theft, there is no charge when the victim submits a copy of a police report, investigative report, or complaint filed with a law enforcement agency about unlawful use of the victim's personal information by another person.

A credit reporting agency that receives a request from a consumer to lift temporarily a freeze on a credit report shall comply with the request no later than three business days after receiving the request.

A security freeze will not apply to "preauthorized approvals of credit." You have the right to opt out of any pre-screening lists compiled by or with the assistance of a consumer credit reporting agency; however, we do not participate in compiling such lists and as such, it is unnecessary for you to contact us to remove your name from these lists.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account, provided you have previously given your consent to this use of your credit reports. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

You have a right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a credit reporting agency or a user of your credit report."

### **For Washington Residents:**

Under the Fair Credit Reporting Act (FCRA), all consumers are entitled to one free annual file disclosure in any twelve month period. You may be charged a reasonable fee, not exceeding eight dollars, for each additional disclosure within any 12-month period.

However, there is no fee if (1) you have been notified of an adverse action taken towards you based upon information appearing in your consumer file within the preceding 60 days, (2) you suspect that your file may

contain fraud or you have been the victim of identity theft, or (3) you are unemployed or are currently receiving financial assistance.

A person may not procure a consumer report, or cause a consumer report to be procured, for employment purposes with respect to you if you are not an employee at the time the report is procured or caused to be procured unless:

- A clear and conspicuous disclosure has been made in writing to you before the report is procured or caused to be procured that a consumer report may be obtained for purposes of considering the consumer for employment. The disclosure may be contained in a written statement contained in employment application materials; or
- You authorize the procurement of the report.

A person may not procure a consumer report, or cause a consumer report to be procured, for employment purposes with respect to any employee unless the employee has received, at any time after the person became an employee, written notice that consumer report may be used for employment purposes. A written statement that consumer reports may be used for employment purposes that is contained in employee guidelines or manuals available to employees or included in written materials provided to employees constitutes written notice. This rule does not apply with respect to a consumer report of an employee who the employer has reasonable cause to believe has engaged in specific activity that constitutes a violation of law.

In using a consumer report for employment purposes, before taking any adverse action based in whole or part on the report, a person shall provide you:

- The name, address, and telephone number of the consumer reporting agency providing the report;
- A description of your rights under this chapter pertaining to consumer reports obtained for employment purposes; and
- A reasonable opportunity to respond to any information in the report that is disputed by the consumer.

A consumer reporting agency may provide a user a consumer report in connection with a credit transaction that is not initiated by you only if you authorized the consumer reporting agency to provide the report to such a person; or you have not elected to have your name and address excluded from such transactions.

In connection with a credit transaction that is not initiated by you, a consumer reporting agency may only provide your name and address and information that is not identified or identifiable with your particular accounts or transactions.

You may elect to have your name and address excluded from any list provided by a consumer reporting agency through prescreening, or from any list provided by a consumer reporting agency for direct solicitation transactions that are not initiated by you by notifying the consumer reporting agency. The notice must be made in writing through the notification system maintained by the consumer reporting agency and must state that you do not consent to any use of consumer reports relating to you in connection with any transaction that

is not initiated by you.

An election to have your information excluded is effective with respect to a consumer reporting agency and any affiliate of the consumer reporting agency, within five business days after the consumer reporting agency receives your notice.

A consumer reporting agency that provides information intended to be used in a prescreened credit transaction or direct solicitation transaction that is not initiated by you shall maintain a notification system that facilitates your ability to notify the agency to promptly withdraw your name from lists compiled for prescreened credit transactions and direct solicitation transactions not initiated by you, and shall publish, at least annually, in a publication of general circulation in the area served by the agency, the address for consumers to use to notify the agency of the consumer's election to exclude information.

A consumer reporting agency that maintains consumer reports on a nation-wide basis shall establish a system meeting these requirements on a nation-wide basis, and may operate such a system jointly with any other consumer reporting agencies. Compliance with the requirements of this section by any consumer reporting agency constitutes compliance by the agency's affiliates.

A consumer reporting agency shall, upon your request, clearly and accurately disclose all information in your file, except that medical information may be withheld. The agency shall inform you of the existence of medical information, and you have the right to have that information disclosed to the health care provider of your choice. Nothing in this chapter prevents, or authorizes a consumer reporting agency to prevent, the health care provider from disclosing the medical information to you. The agency shall inform you of the right to disclosure of medical information at the time you request disclosure of your file.

If a person takes an adverse action against you based in whole or part on the information contained in a consumer report, the person shall provide written notice of the adverse action to you, except verbal notice may be given by a person in an adverse action involving a business regulated by the Washington utilities and transportation commission or involving an application for the rental or leasing of residential real estate if such verbal notice does not impair your ability to obtain a credit report without charge under RCW 19.182.100(2). The person taking adverse action must also provide you with the name, address, and telephone number of any other consumer reporting agency that furnished the report.

A consumer reporting agency shall, upon your request clearly and accurately disclose:

- All information in your file at the time of request, except that medical information may be withheld. The agency shall inform you of the existence of medical information, and you have the right to have that information disclosed to the health care provider of your choice. Nothing in this chapter prevents, or authorizes a consumer reporting agency to prevent the health care provider from disclosing the medical information to you. You have the right to disclosure of medical information at the time you request disclosure of your file.
- All items of information in its files on you, including disclosure of the sources of the information, except that sources of information acquired solely for use in an investigative report may only be disclosed to a plaintiff under appropriate discovery procedures.

- Identification of each person who for employment purposes within the two-year period before the request, and each person who for any other purpose within the six-month period before the request, procured a consumer report.
- A record identifying all inquiries received by the agency in the six-month period before the request that identified the you in connection with a credit transaction not initiated by you.
- An identification of a person under the rules above must include the name of the person or, if applicable, the trade name under which the person conducts business, and upon your request, the address of the person.

Consumer reporting agencies that provide toll-free telephone numbers must also provide adequately trained personnel to answer basic inquiries from consumers using the toll-free numbers.

If the completeness or accuracy of an item of information contained in your file at a consumer reporting agency is disputed by you and you notify the agency directly of the dispute, the agency shall reinvestigate without charge and record the current status of the disputed information before the end of thirty business days, beginning on the date the agency receives the notice.

Before the end of the five business-day period beginning on the date a consumer reporting agency receives notice of a dispute the agency shall notify any person who provided an item of information in dispute.

Notwithstanding the right to dispute information a consumer reporting agency may terminate a reinvestigation of information disputed by you if the agency determines that the dispute is frivolous or irrelevant, including by reason of a failure to provide sufficient information.

Upon making a determination in accordance that a dispute is frivolous or irrelevant, a consumer reporting agency shall notify you within five business days of the determination. The notice shall be made in writing or any other means authorized by you that are available to the agency, but the notice shall include the reasons for the determination and a notice of your rights.

In conducting a reinvestigation with respect to disputed information in your file, the consumer reporting agency shall review and consider all relevant information submitted by you in the period described with respect to the disputed information.

If, after a reinvestigation the information is found to be inaccurate or cannot be verified, the consumer reporting agency shall promptly delete the information from the consumer's file. If information is deleted the information may not be reinserted unless the person who furnishes the information verifies that the information is complete and accurate.

If information that has been deleted from a consumer's file is reinserted in the file the consumer reporting agency shall notify you of the reinsertion within thirty business days. The notice shall be in writing or any other means authorized by you that are available to the agency.

If the reinvestigation does not resolve the dispute or if the consumer reporting agency determines the dispute is frivolous or irrelevant, you may file a brief statement setting forth the nature of the dispute. The consumer reporting agency may limit these statements to not more than one hundred words if it provides you with assistance in writing a clear summary of the dispute.

After the deletion of information from your file under this section or after the filing of a statement of dispute the consumer reporting agency shall, at your request, furnish notification that the item of information has been deleted or that item of information is disputed. In the case of disputed information, the notification shall include the statement filed by you setting forth the nature of the dispute. The notification shall be furnished to any person specifically designated by you, who has, within two years before the deletion or filing of a dispute, received a consumer report concerning you for employment purposes, or who has, within six months of the deletion or the filing of the dispute, received a consumer report concerning you for any other purpose, if these consumer reports contained the deleted or disputed information.

Upon completion of the reinvestigation under this section, a consumer reporting agency shall provide notice, in writing or by any other means authorized by you, of the results of a reinvestigation within five business days.

The notice required must include:

- A statement that the reinvestigation is completed;
- A consumer report that is based upon the your file as that file is revised as a result of the reinvestigation;
- A description or indication of any changes made in the consumer report as a result of those revisions to your file;
- Upon your request, a description of the procedure used to determine the accuracy and completeness of the information shall be provided to you by the agency, including the name, business address, and telephone number of any person contacted in connection with the information;
- If the reinvestigation does not resolve the dispute, a summary of your right to file a brief statement as provided above section; and
- If information is deleted or disputed after reinvestigation, a summary of your right to request notification to persons who have received a consumer report as provided above.

In the case of a consumer reporting agency that compiles and maintains consumer reports on a nation-wide basis, the consumer reporting agency must provide to you, if you have undertaken to dispute the information contained in your file, a toll-free telephone number that you can use to communicate with the agency. A consumer reporting agency that provides a toll-free number required by this subsection shall also provide adequately trained personnel to answer basic inquiries from consumers using the toll-free number.

Except as authorized no consumer reporting agency may make a consumer report containing any of the following items of information:

- Bankruptcies that, from date of adjudication of the most recent bankruptcy, antedate the report by more than ten years;
- Suits and judgments that, from date of entry, antedate the report by more than seven years or until the governing statute of limitations has expired, whichever is the longer period;

- Paid tax liens that, from date of payment, antedate the report by more than seven years;
- Accounts placed for collection or charged to profit and loss that antedate the report by more than seven years;
- Records of arrest, indictment, or conviction of crime that, from date of disposition, release, or parole, antedate the report by more than seven years;
- Any other adverse item of information that antedates the report by more than seven years.

This section is not applicable in the case of a consumer report to be used in connection with:

- A credit transaction involving, or that may reasonably be expected to involve, a principal amount of fifty thousand dollars or more
- The underwriting of life insurance involving, or that may reasonably be expected to involve, a face amount of fifty thousand dollars or more; or
- The employment of an individual at an annual salary that equals, or that may reasonably be expected to equal, twenty thousand dollars or more.

You have a right to bring civil action against anyone who willfully or negligently fails to comply with any requirement imposed under the subtitle of Washington state law outlined above.

If you believe a law regulating consumer credit reporting has been violated, you may file a complaint with the Washington State Attorney General's Office:

1125 WASHINGTON ST SE  
PO BOX 40100  
OLYMPIA WA 98504-0100.  
Telephone number (360) 753-6200.

**For West Virginia Residents:**

**West Virginia File Freeze Information:**

Right to Security Freeze on Consumer Credit Report

You may obtain a security freeze on your credit report to protect your privacy and ensure that credit is not granted in your name without your knowledge. You have a right to place a security freeze on your credit report pursuant to West Virginia law.

The security freeze will prohibit a consumer-reporting agency from releasing any information in your credit report without your express authorization or approval.

The security freeze is designed to prevent credit, loans and services from being approved in your name without your consent. When you place a security freeze on your credit report, within five business days you will be provided a unique personal identification number or password to use if you choose to remove the freeze on your credit report or to temporarily authorize the distribution of your credit report for a period of time after the freeze is in place. To provide that authorization, you must contact the consumer-reporting agency and provide all of the following:

- (1) The unique personal identification number or password provided by the consumer-reporting agency;
- (2) Proper identification to verify your identity; and
- (3) The period of time for which the report shall be available to users of the credit report.

A consumer-reporting agency that receives a request from a consumer to temporarily lift a freeze on a credit report shall comply with the request no later than three business days after receiving the request.

A security freeze does not apply to circumstances in which you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control or similar activities.

If you are actively seeking credit, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze, either completely if you are shopping around or specifically for a certain creditor, a few days before actually applying for new credit.

You have the right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a consumer-reporting agency."

### **For Wisconsin Residents:**

#### **Wisconsin File Freeze Information:**

##### Right to Security Freeze on Consumer Credit Report

You have a right to include a "security freeze" with your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report in connection with a credit transaction without your express authorization. A security freeze must be requested in writing by certified mail or by any other means provided by a consumer reporting agency. The security freeze is designed to prevent an extension of credit, such as a loan, from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent

request or application you make regarding a loan, credit, mortgage, or Internet credit card transaction, including an extension of credit at point of sale.

When you request a security freeze for your credit report, you will be provided a personal identification number or password to use if you choose to remove the security freeze from your credit report or authorize the release of your credit report for a period of time after the security freeze is in place. To provide that authorization you must contact the consumer reporting agency and provide all of the following:

- (1) The personal identification number or password.
- (2) Proper identification to verify your identity.
- (3) The period of time for which the report shall be made available.
- (4) Payment of the appropriate fee.

A security freeze does not apply to a person or its affiliates, or collection agencies acting on behalf of a person, with which you have an existing account, that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

Unless you are a victim of identity theft with a police report to verify the crime, a consumer reporting agency has the right to charge you no more than \$10 to include a security freeze with your credit report, no more than \$10 to authorize release of a report that includes a security freeze, and no more than \$10 to remove a security freeze from your credit report."

To contact First Advantage SafeRent, Inc. call this toll-free number: (888) 333-2413