

## SERVICE AGREEMENT AND WAIVER

THIS AGREEMENT is made by and between DAYCARE JUMPERS, LLC, an Idaho limited liability company, (the "Company") and \_\_\_\_\_ (the "Customer"), jointly referred to as "parties".

WHEREAS, the Company compiles information regarding the payment history of consumers of daycare services, and provides daycare service providers access to information regarding the payment history of consumers of daycare services.

WHEREAS, the Customer is in the business of providing daycare services and desires to provide information to the Company regarding the payment history of certain users of its daycare services, and to gain access to information regarding the payment history of users of daycare services;

WHEREAS, the parties are desirous of entering into this Agreement to provide the Customer access to consumer information provided by the Company, and for the provision of consumer information by the Customer, to the Company.

IN CONSIDERATION of the terms and conditions contained herein the parties covenant and agree as follows:

1. Provision of Services and Information.

1.1 Company's Services. The Company will provide the Customer access to its database of consumer information regarding the payment history of consumers of daycare service.

1.2 Customer Information. The Customer will provide the Company with information regarding the payment history of consumers of its daycare services.

2. Term of Contract. The Initial Term of this agreement shall be thirty (30) days, commencing on the Effective Date.

The Contract shall be automatically extended for subsequent thirty (30) day term, unless either party provides the other with not less than thirty (30) days written notice, prior to the end of the then current term of the party's intention not to extend the term of the Contract beyond the end of the then current term.

3. Compensation. The Customer agrees to pay the Company a access fee of \$10.00 per month for the initial term, payable on or before the Effective Date. The subscription fee may be increase by the Company each subsequent month on the anniversary date of this Agreement. Written Notice of any subscription fee increase shall

be provided by the Company, to the Customer, not less than sixty (60) day before the end of the then current term.

4. Payment. The access fee shall be paid in a single installment, on or before the Effective Date, through the following payment gateway:

PayPal

6. Notice. Notice shall be given in writing as follows:

TO THE COMPANY:

TO THE CUSTOMER:

Daycare Jumpers, LLC

\_\_\_\_\_

7. Relationship of the Parties. It is hereby understood, agreed and declared that the Company shall be an independent contractor and not the agent or employee of the Customer, and that the right to control the particular manner, method and means in which the Company's services are provided is solely within the discretion of the Company. Any and all employees of the Company who provide services to the Customer under this Agreement shall be deemed employees solely of the Company. The Company shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.

The Customer is not the agent or employee of the company, and that the right to control the particular manner, method, means and substance of the information provided to the Company, by the Customer, is solely within the discretion of the Customer. Any and all employees of the Customer who provide information to the Company under this Agreement shall be deemed employees solely of the Customer. The Customer shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.

8. Acknowledgments, Representations and Duties of Customer. The Customer acknowledges that use of the Company's services and the provision of information to the Company may be subject to Rules which include but are not limited to The Fair Credit Reporting Act. Without limitation, the customer acknowledges the following:

8.1 Use of Company's Services. The Customer represents that its use of the Company's service is exclusively for use in connection with credit transactions involving consumers of the Customer's daycare services, involving the extension of credit to said consumers, or in review or collection of accounts of said consumers. Further, the Customer acknowledges that its provision of consumer information to the Company is in accordance with the written instruction of the consumers of the Customer's daycare services.

8.2 Purpose of Use. The Customer represents that each use of the Company's services will be exclusively in connection with a credit transaction initiated by a consumer of the

Customer's daycare services, and the Customer agrees to certify each such use of the Company's services.

8.3 [Discrepancy in Consumer Address](#). The Customer acknowledges that it is obligated to notify the Company of any discrepancy in a consumer's address or other information pertaining to consumer information it provides to the Company.

8.4 [Extension of Credit](#). The Customer represents that any extension of credit to a daycare service consumer will be in accordance with The Fair Credit Reporting Act.

8.5 [Notice to Furnishers of Consumer Information](#). The Customer acknowledges and represents that it intends to furnish information to the Company regarding consumers of the Customer's daycare services, and that it has read and understands the obligations described in the attached Exhibit A, as they apply to the Customer in its furnishing of information to the Company regarding daycare service.

8.6 [Notice to Users of Consumer Information from Company](#). The Customer acknowledges and represents that it intends to use the Company's services regarding the provision of consumers information, and that it has read and understands the obligations described in the attached Exhibit B, that apply to the Customer where it uses the consumer information provided by the Company.

8.7 [Reselling of Company Services](#). The Customer represents that it will not resell any consumer information obtained from the Company.

8.8 [Disclosure of Summary of Consumer Rights](#). The Customer agrees to disclose to every consumer of its daycare services whose information is furnished to the Company, or whose information it obtains from the Company, a Summary of Rights substantially in the same form as that contained in attached Exhibit C.

8.9 [Adverse Consumer Actions](#). The Customer acknowledges and represents that as a user of the Company's services, the Customer is solely responsible for complying with the requirements of The Fair Credit Reporting Act, where it takes any Adverse Action against a consumer based upon consumer information obtained from the Company.

8.10 [Furnishing Consumer Information](#). The Customer acknowledges that as a user of the Company's services, the Customer is solely responsible for complying with the requirements of The Fair Credit Reporting Act, to furnish accurate consumer information, update consumer information, notify the Company of a consumer dispute, and of the closure of a consumer's account.

## 9. [Claims; Indemnification](#).

9.1 [Indemnification](#). The Customer unconditionally agrees to indemnify and hold harmless, the Company, for any claim arising from the Customer's failure to adhere to any Rules, which include but are not limited to The Fair Credit Reporting Act. The Customer further

unconditionally agrees to indemnify and hold harmless, the Company, for any claims whether based in statute, tort, contract or equity, stemming from this Agreement, the provision of consumer information to the Company, and use of the Company's services and consumer information.

10. LIMITED LIABILITY. BECAUSE ANY DAMAGES ARISING OUT OF OR RELATED TO THE COMPANY'S SERVICES OR THIS AGREEMENT WOULD BE IMPOSSIBLE TO CALCULATE AT THIS TIME, THE COMPANY'S LIABILITY AND THE EXCLUSIVE REMEDY OF THE CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATED TO THE COMPANY'S SERVICES OR THIS AGREEMENT, WILL BE SOLELY LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNTS PAID BY THE CUSTOMER TO THE COMPANY DURING THE TWELVE MONTH TERM OF THE OCCURANCE OF ANY CLAIM.

11. Waiver. Except as agreed herein or in writing, no officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this agreement or to require at any time performance by the other party of any provision hereof shall in no way to be construed to be a waiver of such provisions nor shall it affect the validity of this agreement or any part thereof.

11.1 Risk of Loss. It is further agreed that the Customer assumes all risk of loss or damage from the use of the Company's services, and from the Customer's provision of consumer information to the Company, and does hereby release and hold harmless the Company from any and all claims on account of such loss or damage thereto.

12. Assignment and Delegation. Neither party shall assign, transfer or delegate any nor all of their responsibilities under this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.

13. Jurisdiction and Venue. This Contract is entered into in Kootenai County, Idaho. Any action brought to enforce the provisions of this Agreement shall be brought and the parties agree that venue shall lie in the District Court in Kootenai County, State of Idaho, or in the Federal District Court for the District of Idaho.

14. Cost and Attorney's Fees. In the event a lawsuit is brought with respect to this Agreement, or the provision of services and information described herein, the prevailing party shall be entitled to recover from the other party, its costs and attorney's fees.

15. Fraud. The Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Company's services, whether known or unknown, to the Customer. It is the Customer's obligation to take all measures to ensure against such occurrences.

16. Default. If either party violates any provision of this Agreement the non-defaulting party shall send the defaulting party written notice detailing the default. The defaulting party will have ten (10) days from the date of the written notice to cure a default. Thereafter, the defaulting party shall cure the default within a reasonable period of time, not to exceed ten (10) days from the date of notice. If the defaulting party fails to cure, the non-defaulting party may terminate this Agreement and any services hereunder upon notice and pursue any and all legal remedies.

17. Force Majeure. In the event that either party's performance is delayed, prevented, or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer network or any cause beyond such party's reasonable control, the party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for liability, or a declaration of default by either party.

18. Entire Agreement. This written Agreement, along with Exhibit A, Exhibit B and Exhibit C attached hereto constitute the entire and complete agreement between the parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified or altered except in writing signed by the parties hereto.

19. Construction. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings. The Company and Customer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of this Agreement.

20. Headings. The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.

21. No Third Party Beneficiary. No term or provision of this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party to this Agreement (including, without limitation, any consumer), and no other person, firm, corporation or entity has any right or cause of action under this Agreement.

22. Severability. The invalidity of any portion of this Agreement, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this Agreement.

23. Time of Essence. Time is of the essence in the performance of this Agreement.

24. Incorporation by Reference. All exhibits to this Agreement are fully incorporated into this Agreement as though set forth in full.

The parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date").

## **EXHIBIT A**

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

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

#### **General Prohibition on Reporting Inaccurate Information:**

The FCRA prohibits information furnishers from providing information to a consumer reporting agency (CRA) that they know (or consciously avoid knowing) is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. *Sections 623(a)(1)(A) and (a)(1)(C)*

#### **Duty to Correct and Update Information:**

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. *Section 623(a)(2)*

#### **Duties After Notice of Dispute from Consumer:**

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is in fact inaccurate, the furnisher must thereafter report the correct information to CRAs. *Section 623(a)(1)(B)*

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. *Section 623(a)(3)*

#### **Duties After Notice of Dispute from Consumer Reporting Agency:**

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. *Sections 623(b)(1)(A) and (b)(1)(B)*

Report the results to the CRA, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the

information that compile and maintain files on a nationwide basis. *Sections 623(b)(1)(C) and (b)(1)(D)*

Complete the above within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). *Section 623(b)(2)*

**Duty to Report Voluntary Closing of Credit Accounts:**

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnishes information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. *Section 623(a)(4)*

**Duty to Report Dates of Delinquencies:**

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. *Section 623(a)(5)*



## **EXHIBIT B**

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

The federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. This first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet web site (<http://www.ftc.gov>).

#### **I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

##### **A. Users Must Have a Permissible Purpose**

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

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

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

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

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

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

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

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

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

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

The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.

A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.

A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer requests the report within 60 days.

A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

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

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) of the FCRA requires that the user clearly and accurately disclose to the consumer his or her right to obtain disclosure of the nature of the information that was relied upon by making a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

#### **3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notification must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of

the information not later than 30 days after receiving the request. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b)(2).)

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

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

Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.

Obtain prior written authorization from the consumer.

Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

Before taking an adverse action, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b)(1)(B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.)

## **III. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS**

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

The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and must include the summary of consumer rights required by Section 609 of the FCRA. (The user should be able to obtain a copy of the notice of consumer rights from the CRA that provided the consumer report.)

The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.

Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and

scope of the investigation that was requested. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

#### **IV. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION**

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

#### **V. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS**

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

Information contained in a consumer's CRA file was used in connection with the transaction.

The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.

Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

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

#### **VI. OBLIGATIONS OF RESELLERS**

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

Disclose the identity of the end-user to the source CRA.

Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.

Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:

- (1) the identity of all end-users;
- (2) certifications from all users of each purpose for which reports will be used; and
- (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

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

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

## **EXHIBIT C**

### **A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT**

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

**You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

**You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.

**You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has RSU Form 033 REV 0 2 Created: 4/11/2006 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><i>the FCRA: FOR QUESTIONS OR CONCERN REGARDING:</i></b>	<b>PLEASE CONTACT:</b>
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051