



Investigative Concepts, Inc.

P.O. Box 471832
Tulsa, OK 74147-1832
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www.investigativeconcepts.net

Customer (End-User) Service Agreement

Customer Information

Tax ID/FEIN/SSN: _____

Customer Legal Name:

Physical Address:

Type of Business: Proprietorship Partnership Corporation LLC State of Inc.

Customer Contact: Title:

Customer Phone: Fax Number:

Email: Billing Email:

Service Request Details: (Check all that apply)

Type of Service: Employment Screening Residential/Tenant Screening
 Non-Profit Screening Other (describe):

THIS AGREEMENT IS FOR ALL DEMO ACCOUNTS AND ACTIVE ACCOUNTS. CUSTOMER AGREES AND UNDERSTANDS THAT THIS AGREEMENT DOES NOT LOCK THEM INTO A CONTRACT AND THAT THE CUSTOMER CAN STOP USING THE VENDOR'S SERVICES AT ANYTIME. CUSTOMER UNDERSTANDS THERE IS NO SIGN UP FEE'S, NO MONTHLY MINIMUMS AND NO ANNUAL FEE'S THAT APPLY. CUSTOMER IS ONLY RESPONSIBLE TO PAY FOR THE SEARCHES ORDERED.

PLEASE NOTE YOUR SIGNATURE BELOW IS YOUR ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED AND REVIEWED THE ENTIRE CUSTOMER SERVICE AGREEMENT BELOW, INCLUDING ARTICLE 1 THROUGH ARTICLE 14 AND THE FCRA NOTICE TO USERS AND YOU CERTIFY THAT CUSTOMER WILL ABIDE BY ALL THE COMPLIANCE RELATED INFORMATION IN SAID AGREEMENT AND ALL OTHER APPLICABLE LAWS GOVERNING THE FCRA, WHICH MAY OR MAY NOT BE DIRECTLY ADDRESSED IN THIS AGREEMENT. THE UNDERSIGNED CERTIFIES THAT THEY ARE A DULY AUTHORIZED REPRESENTATIVE OF THE ABOVE-NAMED CUSTOMER AND HAVE THE AUTHORITY TO ACT ON BEHALF OF THE CUSTOMER.

STATEMENT OF AFFIRMATION:

BY SIGNING THIS FORM BELOW, I AM AFFIRMING THAT I REPRESENT A LEGAL BUSINESS ENTITY OR I AM A SOLE PROPRIETOR AND THAT I HAVE "PERMISSIBLE PURPOSE" FOR OBTAINING A CONSUMER REPORT IN ACCORDANCE WITH THE FAIR CREDIT REPORTING ACT. I FURTHER STATE THAT I WILL USE THE INFORMATION THAT THE VENDOR PROVIDES AS A "CONSUMER REPORT" FOR EMPLOYMENT PURPOSE/VOLUNTERR SCREENING OR TENANT SCREENING AS DEFINED UNDER THE FAIR CREDIT REPORTING ACT.

Signature: _____ Title:

Printed Name: Date:

For Internal Use Only:

Customer Account Number

OFFICE USE ONLY:

PERMISSIBLE PURPOSE DUE DILIGENCE FORM: I hereby state that I have verified and confirmed the CUSTOMER is a legitimate business entity and/or a self proprietor and that they have “permissible Purpose” for obtaining consumer reports under the Fair Credit Reporting Act.

Signature: _____ Title:
Printed Name: Date:

ARTICLES OF THE AGREEMENT

Article 1 Parties

Investigative Concepts, Inc. (“Vendor/Vendor’s”) and _____ (“Customer/Customer’s”) enter this Customer Service Agreement (“Agreement”). The vendor is an Oklahoma Corporation with an address of 2156 W. Albany, Broken Arrow, Oklahoma 74012.

Article 2 Orders

Vendor agrees to perform the services (the “Services”) identified in each price sheet, order form, or statement of work that states that this Agreement governs it (each, an “Order”). For each Service that Customer requests and Vendor Performs, Customer agrees to pay the fees set out in the Order (the “Fees”). If any Service requires Customer’s personnel to be trained or automated communications between computer systems to be set up, Vendor’s obligation to supply that Service begins after that training or set-up is complete. Except to the extent expressly stated on the Order, Vendor may change the Services available and Fees Chargeable by delivering a new Order to the Customer at least 30 days before the change.

Article 3 Term

The term of this Agreement begins on _____ (the “Effective Date”) and continues until either party terminates it. Either party may terminate an Order or this Agreement by delivering a written notice.

Article 4 Compliance with law/Governing Law

In performing this Agreement and in using information provided hereunder, both parties will comply with all applicable laws in effect during the term. This Agreement shall be governed by the laws of the State of Oklahoma. Any dispute arising out of or relating to this Agreement or its breach shall commence in a court of competent jurisdiction in Tulsa County, Oklahoma.

Customer understands and acknowledges that the Vendor is not acting as legal counsel and cannot provide legal advice. Vendor stresses the importance of consulting with legal counsel and recommends that Customer work with their legal counsel to develop an employment screening program specific to Customer’s needs and to ensure that Customer’s policies and procedures related to the use of Vendor-provided information are in compliance with all applicable legal and regulatory requirements.

Customer understands that all sample forms, including but not limited to consent forms, adverse/pre-adverse forms, 613 form and a sample employee handbook are for informational purposes only. Customer agrees to have Customer’s legal counsel review any sample forms prior to Customer using the forms.

Article 5 FCRA Status

The Fair Credit Reporting Act and regulations issued under it (the “FCRA”) regulate certain services that Vendor offers, and the information Vendor provides as part of those services (the “Reports”) in order to protect the individual that each Report concerns (the “Consumer”). The statute begins at 15 U.S.C. § 1681; most regulations begin at 16 C.F.R. part 600. Customer warrants that the statements checked below are true and that the statements not checked below are false:

- Customer has independently educated itself about whether and how the FCRA regulates its use of the Services and have read the notice appearing at 16 C.F.R. part 698 appendix H.
- Customer is a “consumer reporting agency” as defined in the FCRA.
- Customer is not a “consumer reporting agency” under the FCRA and will not be a “person who procures a consumer report for purposes of reselling the report” under the FCRA.
- Customer will use the information that the Vendor provides to Customer as a “consumer report” for “employment purposes” under the FCRA.
- Customer will not use the information that the Vendor provides to Customer in any way that would cause that information to be a “consumer report” under the FCRA.
- Customer will use the information that the Vendor provides to Customer as a “consumer report” for purposes other than “employment purposes” under the FCRA

Article 6 **Customer Acknowledges FCRA Obligations**

The Customer agrees and certifies to Vendor that before obtaining a consumer and/or Investigative Consumer report the Customer will:

- (a) Only request reports when authorized, in advance, by Consumer (a signed consent form separate from the employment application) for all information protected under the FCRA, including, but not limited to, Criminal Records, Consumer Credit Reports and Motor Vehicle Reports.
- (b) Have a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act.
- (c) Not request, obtain or use consumer reports for the purpose of reselling, leasing, renting or otherwise providing information obtained under this agreement to any other party.
- (d) Not misuse any information in the report in violation of the federal or state equal employment opportunity laws or regulations.
- (e) Disclose, in advance and in writing, to the Consumer (applicant), that a consumer and/or an investigative report may be obtained for employment purposes, including information as to his character, general reputation, personal characteristics and mode of living, whichever are applicable.
- (f) Before taking any “adverse action” under the FCRA, based on the report, Customer will provide the Consumer with a pre-adverse letter, a copy of the report, and a written description of the Consumer’s rights under the FCRA as prescribed by the Federal Trade Commission.
- (g) After sending pre-adverse letter to Consumer, Customer may dispute findings by contacting Vendor and requesting Vendor verify the contents of the report, at an additional charge to Customer, to ensure maximum possible accuracy.
- (h) Disclose to the Consumer, in writing, that the Consumer has the right to request disclosure of the “nature and scope” of any investigative consumer report.
- (i) Customer agrees to have procedures in place to properly dispose of any and all consumer report information.
- (j) Customer’s in the Trucking Industry have special rules that apply where the only interaction is by mail, telephone, or computer. In this case, the consumer can orally, in writing, or electronically provide consent and be notified of adverse action by the same means.

Article 7 **Warranty**

Investigative Concepts warrants to Customer that Vendor has obtained the Public Records in a legitimate and lawful manner. Investigative Concepts does not warrant the accuracy or validity of the information provided and the Vendor performs the services on an “As Is” Basis. The express warranties set in article 7 are the only warranties made by the parties. Neither party makes any other representation or warranty, whether express or implied (either by fact or by operation of law). Without limiting the foregoing general disclaimer, each party disclaims all warranties.

- (a) *of merchantability, fitness for a particular purpose, workmanlike performance, and accuracy;*
- (b) *that arise from course of dealing, course of performance, or usage of trade; or*
- (c) *that their performance or anything that they provide will be free of errors or will operate without interruption.*

The parties intend these disclaimers as an integral part of an agreement in which they have actively negotiated. Therefore, these disclaimers will apply even if any remedy fails of its essential purpose due to these disclaimers. Customer hereby agrees to indemnify and hold Vendor and its employees harmless from any claim or demand, including reasonable attorney’s fees arising out of information and services provided by said Vendor.

Article 8 **Fees and Payment**

Fees

The fees for Investigative Concepts services are set forth in the pricing addendum “A”. Vendor reserves the right to change prices upon a 30-day prior written notice. The prices and rates for the report do not include any additional fees, such as governmental fees or surcharges, nor do they include any federal or state taxes. The Customer will be solely responsible for any and all applicable taxes, governmental fees, or surcharges that may be levied or assessed.

Payment

Customer agrees to pay the Vendor all applicable fees for the services rendered and agrees to be financially responsible for all reports issued as a result of any use of Customers assigned access code, whether intended or not. Customer agrees to pay all fees for services rendered no later than (30) thirty days following the date of invoice issued by the Vendor. Invoices paid after (30) thirty days are subject to a 1.5% late fee per month (18% annual). Customer agrees that in order to dispute an invoice provided by the Vendor, the Customer must provide the Vendor with notice of the dispute no later than 15 days upon receipt of said invoice. Vendor reserves the right to suspend the Services until dispute is resolved.

Article 9 **Customers Duty to Defend**

Customer agrees to defend Vendor and its Affiliates and their Employees against any claim brought by any third party that is based on Customer’s (1) breach of any contract between it and the third party, (2) use or misuse of any Services or Reports; or (3) failure to comply with any law applicable to its operations. Furthermore, the Customer agrees to indemnify, defend and hold Vendor harmless from and against any and all causes, actions, claims, litigation, demands, liabilities, loss, damage, cost or expense of whatsoever kind and nature, including but not limited to attorney’s fees and court costs, which may be asserted against Vendor or which Vendor may sustain or incur at any time.

Article 10 **Status**

The Parties will perform their obligations hereunder as independent contractors. Nothing contained in this Agreement will be deemed to create any association, partnership, joint venture or relationship of principal and agent.

Article 11 **Access Security Requirements**

- (a) Customer agrees to protect your Investigative Concepts User ID and password so that only key personnel employed by your company know this sensitive information. Unauthorized persons should never have knowledge of your password.
- (b) Customer will not post User ID or Password in any manner within your facility.
- (c) Customer agrees not to send sensitive data through email, such as consumer's SSN, account numbers, actual credit reports, etc. unless data is encrypted.
- (d) Customer agrees to secure hard copies and /or electronic files of consumer reports within their facility so that unauthorized persons cannot easily access them.

Article 12 **Record Retention**

- (a) Customer agrees to adhere to the Federal Equal Opportunity Act, which states that a creditor/employer must preserve all written or recorded information connected with an application for five (5) years.
- (b) Customer agrees to adhere to Investigative Concepts requirement that a creditor/employer retain the credit/employment application and, if applicable, a lease/employment contract for a period of five (5) years.
- (c) It is agreed that Customer, when requested and particularly following a consumer complaint, will provide Investigative Concepts a copy of the original application signed by the consumer.
- (d) Customer agrees and understands that Investigative Concepts will store "Report Data" for a period of two (2) years from the time the report is completed. After this time period all data will be purged from system.
- (e) Customer agrees and understands that Investigative Concepts will store "Inquiry String", which includes when the report was ordered/completed, who ordered the report, and the consumers name for a period of five (5) years. After this time period all data will be purged from the system.

Article 13 **FCRA Notice To Users**

Please read carefully as each section has federal regulations and requirements that govern background screening.

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

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

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

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

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

“prescreened” unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of “prescreened” information are described in Section VII below.

B. Users Must Provide Certifications

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

C. Users Must Notify Consumers When Adverse Actions Are Taken

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

1. Adverse Actions Based on Information Obtained From a CRA

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

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

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

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

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

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

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

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer’s file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators.

The Consumer Financial Protection Bureau regulations will be available at www.consumerfinance.gov/learnmore/.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at www.consumerfinance.gov/learnmore/.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau.

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

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

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

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

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

B. Employment in the Trucking Industry

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

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

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

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

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

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written

consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 614(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 grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

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

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:

(1) the identify of all end-users;

(2) certifications from all users of each purpose for which reports will be used; and

(3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

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

C. Fraud Alerts and Resellers

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

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits.

Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.

Section 602 Section 603 Section 604 15 U.S.C. 1681b Section 605 15 U.S.C. 1681c Section 605A 15 U.S.C. 1681c-A Section 605B 15 U.S.C. 1681c-B Section 606 15 U.S.C. 1681d Section 607 15 U.S.C. 1681e Section 608 15 U.S.C. 1681f Section 609 15 U.S.C. 1681g Section 610 15 U.S.C. 1681h Section 611 15 U.S.C. 1681i Section 612 15 U.S.C. 1681j Section 613 15 U.S.C. 1681k Section 614 15 U.S.C. 1681l Section 615 15 U.S.C. 1681m Section 616 15 U.S.C. 1681n Section 617 15 U.S.C. 1681o Section 618 15 U.S.C. 1681p Section 619 15 U.S.C. 1681q Section 620 15 U.S.C. 1681r Section 621 15 U.S.C. 1681s Section 622 15 U.S.C. 1681s-1 Section 623 15 U.S.C. 1681s-2 Section 624 15 U.S.C. 1681t Section 625 15 U.S.C. 1681u Section 626 15 U.S.C. 1681v Section 627 15 U.S.C. 1681w Section 628 15 U.S.C. 1681x Section 629 15 U.S.C. 1681y 15 U.S.C. 1681z 15 U.S.C. 1681a



Investigative Concepts, Inc.

P.O. Box 471832, Tulsa, OK 74147 PH: 918-688-5195 Fax: 918-355-3334

Recurring Monthly Credit Card Authorization Form

By completing this form, I am requesting that Investigative Concepts, Inc. charge my credit card monthly for all services provided. I further certify that I am the legal card holder for the credit card listed below and I am legally authorized to enter into this recurring billing agreement.

Date: _____
Company: _____
Card Holder Name (As shown on card): _____
Type of Card: VISA ___ MasterCard ___ American Express ___ Discover ___
Card Billing Address: _____
Credit Card Number: _____
Expiration Date: _____ CVV (3 digit number on back of card) _____

Privacy Act Advisory Statement

The Privacy Act of 1974 requires that you be given certain information in connection with the request for information solicited on the Credit Card payment Form. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the authority for the collection of this information is 15 U.S.C. ss 113 or 35 U.S.C. ss 41 and 37 CFR 1.16-1.28, 1.492, or 2.6-2.7; (2) furnishing of the information solicited is voluntary, and (3) the principal purpose for which the information is used by the company is to charge the appropriate fee amount to the appropriate credit card account. If you do not furnish the requested information, Investigative Concepts, Inc may not be able to charge the fee to the credit card or the credit card institution may refuse to accept the charge, either of which will result in the fee being treated as not having been paid.

Authorization

I hereby authorize Investigative Concepts, Inc. to charge the credit card, indicated above, monthly for all fees associated with my account. I understand and agree that a convenience fee of 4% will be added to my monthly statement. The total monthly statement amount will be charged on or after the 5th day of each month. This payment authorization is to remain in full force and effect until I notify Investigative Concepts, Inc. of its cancellation by sending written 30 day notice. I agree that I will not dispute any charges with my credit card company without first making a good faith effort to remedy the situation directly with Investigative Concepts, Inc. I guarantee and warrant that I am the legal card holder for this credit card and that I am legally authorized to enter into this recurring credit card billing agreement with Investigative Concepts, Inc.

Signature of Card Holder

Date Signed