



Please read all, complete this Consumer Report User Agreement, and email or fax it to GIN.

**A. Billing Address for Company:**

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street

City

State

Zip Code

Phone No.

Fax No.

**B. Payment Options (please choose one):**

Credit Card (Check one: Visa ; MC ; Am Ex ; DISC ;) Card #: \_\_\_\_\_ Exp. Date: \_\_\_/\_\_\_/\_\_\_

Signature: \_\_\_\_\_ Cardholder Name: \_\_\_\_\_

Invoice, NET 15 DAYS terms 2% after 30 days. Contact Email: \_\_\_\_\_

**C. About your Company:**

1. Business type:  Sole Proprietorship;  Partnership;  Corporation

2. Number of years in Business: \_\_\_\_\_ 3. D & B Number: \_\_\_\_\_ 4. Number of employees: \_\_\_\_\_

5. Industry/type of business: \_\_\_\_\_

6. If company is publicly traded and listed on a major Stock Exchange, please identify exchange and ticker symbol. Otherwise, please list three Partners or Corporate Officers (Name, Title, and Phone).

-Stock Exchange: \_\_\_\_\_ Symbol: \_\_\_\_\_

-or: Partner/Officer names, titles, and phone numbers:

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

7. Contact person regarding payment: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Do you require a P.O. Number on your invoice  No  Yes P.O. Number: \_\_\_\_\_

8. Bank Reference:

a. Bank Name, address: \_\_\_\_\_

b. Account Number: \_\_\_\_\_ Contact and Phone Number: \_\_\_\_\_

9. Please Provide Three Trade References:

a. Company: \_\_\_\_\_ Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Acct #: \_\_\_\_\_ Phone: \_\_\_\_\_

b. Company: \_\_\_\_\_ Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Acct #: \_\_\_\_\_ Phone: \_\_\_\_\_

c. Company: \_\_\_\_\_ Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Acct #: \_\_\_\_\_ Phone: \_\_\_\_\_

**D. Additional Information:**

Purpose for reports:  Employment, Promotion, Reassignment, Retention;  Other: \_\_\_\_\_

Indicate Services Needed:  Background Checks  Drug Screening

Do you intend to resell Global Information Network Information?  Yes  No

**Will you require access to Employment Credit Reports?**  Yes  No (if yes, additional forms to fill out)

**E. Please Read and Sign Below:**

This information is submitted for the sole purpose of establishing service with Global Information Network. I hereby certify that the information is true, and that I have read and agree to the "Terms for Customer Agreement," as written on the back of this sheet. Acknowledge that a facsimile of this agreement is as valid as an original. Undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

Customer Authorized Signature

Title

Date

## Terms for Customer Agreement

**This agreement by and between Global Information Network and the company named below ("User") and/or its designated agent(s) consists of the following understandings and conditions:**

**User certifies and agrees to:**

1. Use the services of and the reports received from Global Information Network in strict compliance with all provisions of the Fair Credit Reporting Act (FCRA), Public Law 91-508 and the Americans with Disabilities Act (ADA 1990), and all other applicable federal and state laws and regulations including federal and state equal opportunity laws and regulations.
2. Use the information provided by Global Information Network for the user's exclusive use only, except to disclose said information to the subject of the report, and for employment purposes only, and only in accordance with applicable law.
3. Make a clear and conspicuous disclosure to the applicant or employee, in writing and in a separate document that a consumer report may be obtained for employment purposes.
4. Make a clear and accurate disclosure to the applicant or employee if an investigative consumer report (reference check) will be obtained, including a statement informing the subject of the report that additional information is available if requested.
5. Obtain the proper written authorization from the applicant or employee for any consumer report prior to requesting any report.
6. Provide proper notice to the applicant or employee, a copy of the report obtained, and a *Summary of Rights*, as required by the FCRA, if an adverse decision regarding employment is going to be made due to information in any report obtained from Global Information Network.
7. Ensure that reports will be requested only by User's designated representatives and forbid employees from obtaining reports on themselves, associates or any other person except in the exercise of their official duties.
8. Recognize that information is obtained and managed by fallible sources, and that for the fee charged, Global Information Network does not guarantee or insure the accuracy, completeness or the depth of research provided. Global Information Network and its vendors cannot be held liable for the report information if at sometime in the future the report proves to be erroneous because of the public record data retrieved or not retrieved. Client agrees to hold Global Information Network and its vendors harmless from any erroneous or missing record information on the report and said client agrees to these terms when making the request. All sources used are deemed reliable and accurate; however, we have no control over the integrity, completeness or accuracy of the research and will not assume responsibility for the accuracy, completeness or integrity of their records or record research. Information is obtained from a multitude of databases, record keeping systems, and other sources over which Global Information Network and/or its suppliers have no control. These are fallible electronic and human sources and there can be absolutely no warranty expressed or implied as to the accuracy, completeness, timeliness, or availability of the records listed, nor to the fitness for the purpose of the recipient of such records or reports. Information provided may indeed be limited, missing or may not be totally current. There can be absolutely no guarantee the information pertains to, or pertains exclusively to, the search criteria information, which was submitted by the requesting party. None of the above disclaimers are meant to supersede any governing laws and/or pertinent regulations. The information provided is for the exclusive use of the requester and intended for informational purposes only.
9. Assume responsibility for the final verification of the applicant's identity.
10. Base employment decisions or any actions on the User's lawful policies and procedures and recognize that Global Information Network employees are not allowed to render any legal opinions regarding information contained in a consumer report.
11. Pay for services based on a statement system. Terms are NET 15 days. Accounts in arrears will assume a finance charge of 2% per month or the highest lawful rate whichever is less. If an account goes to collection, User agrees to pay any and all expenses, including reasonable legal fees.
12. Litigation – Any disputes arising from this contract will be litigated or arbitrated in Orange County, Florida. This agreement shall be governed and construed in accordance with the laws of the State of Florida, USA.
13. Provide credit information on user as may be requested by Global Information Network during the course of this agreement.
14. Be aware that, if an account remains inactive for twelve consecutive months, it may be closed and a new User Agreement may be required to reopen the account.
15. Acknowledge that a facsimile of this agreement is as valid as an original.
16. Recognize that in order to remain in compliance with laws and regulations governing consumer reporting agencies Global Information Network may make modifications to this agreement from time to time. These modifications may be mailed to the User and the User's use of Global Information Network services after the date specified in the communication will be construed as your agreement and implied consent to these modifications.

**Global Information Network agrees to:**

1. **Comply with all applicable laws in the preparation and transmission of reports as defined in 15 USC-1681 et seq, regulated by the Federal Trade Commission.**
2. Follow reasonable quality assurance procedures to assure maximum possible accuracy of information.
3. Re-verify at no cost any disputed report when either the User or the subject makes a request in accordance with applicable law. Global Information Network response shall be made in writing and delivered in a timely manner.
4. During an inquiry, the subject of the report has the right to learn the name of the User ordering information and has the right to receive a copy of the report ordered by the User when a lawful request is made to Global Information Network.
5. Provide all information to the consumer as required by the Fair Credit Reporting Act.
6. Maintain confidentiality of its data acquisition and verification methodology.
7. Global Information Network may, at its sole discretion, terminate service to any user.

**MAIL OR FAX THIS SIGNED AGREEMENT TO:**

**Global Information Network**

PO Box 902

Oakland, Florida 34760

PHONE: 800-527-0265 FAX: 888-763-7366

## Global Information Network

Please sign and return to Global Information Network.

### WAIVER OF LIABILITY

All criminal record and motor vehicle reports must be accompanied by the proper release form signed (where applicable.) All information provided is a matter of public record and will be performed in the respective county and/or State indicated by the client. Global Information Network and its vendors cannot be held liable for the report information if at some time in the future the report proves to be erroneous because of the public record data retrieved. Client agrees to hold Global Information Network and its vendors harmless from any erroneous or missing record information on the report and said client agrees to these terms when making the request.

All sources used are deemed reliable and accurate; however, we have no control over the integrity, completeness or accuracy of the research and will not assume responsibility for the accuracy, completeness or integrity of their records or record research. Information is obtained from a multitude of databases, record keeping systems, and other sources over which Global Information Network and/or its suppliers have no control. These are fallible electronic and human sources and there can be absolutely no warranty expressed or implied as to the accuracy, completeness, timeliness, or availability of the records listed, nor to the fitness for the purpose of the recipient of such records or reports. Information provided may indeed be limited, missing or may not be totally current. There can be absolutely no guarantee the information pertains to, or pertains exclusively to, the search criteria information, which was submitted by the requesting party. None of the above disclaimers are meant to supersede any governing laws and/or pertinent regulations. The information provided is for the exclusive use of the requester and intended for informational purposes only.

*Global Information Network does not endorse the use of, nor in any way guarantee the accuracy of, any "Statewide" search anywhere in the United States. It is our company policy that the most accurate criminal record searches available, are at the county seat level.*

### PERMISSIBLE PURPOSE

This release substantiates that the information requested by the below named client is being used for a permissible purpose under the FCRA Sec. 168 lb. 1,2,3a-b-d-e.

Global Information Network and its vendors cannot be held liable for the misuse of any information by the client. This release is intended as proof that the below named client is using the information requested for permissible purpose only.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Acknowledge that a facsimile of this agreement is as valid as an original.

#### Global Information Network

PO Box 902  
Oakland, Florida 34760  
PHONE: 800-527-0265 FAX: 888-763-7366

**Please read the important NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA below.** As always, because Global cannot offer legal advice, employers are encouraged to consult with their own legal counsel to ensure they comply with all applicable laws.

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://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](http://www.consumerfinance.gov/learnmore). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the 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 identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

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

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Consumer Financial Protection Bureau regulations will be available at [www.consumerfinance.gov/learnmore/](http://www.consumerfinance.gov/learnmore/).

### **F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. 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/](http://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 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 as permitted by statute, regulation, or order).

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

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 614(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

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

In addition, the 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 12 CFR 1022.54.

## **VIII. OBLIGATIONS OF RESELLERS**

### **A. Disclosure and Certification Requirements**

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

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) the identity of all end-users;
  - (2) certifications from all users of each purpose for which reports will be used; and
  - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller.

Resellers must make reasonable efforts to verify this information before selling the report.

## **B. Reinvestigations by Resellers**

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

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

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

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

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

The Consumer Financial Protection Bureau website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA.

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

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681c- 1
Section 605B	15 U.S.C. 1681c- 2
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