



Xpedite Agreement for Services

Company Information:

Company Name: _____

Home Office Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Company Website: _____

Contact Information:

Primary Contact: _____ Title: _____

Phone: _____ Fax: _____ Email Address: _____

Additional Contact: _____ Title: _____

Phone: _____ Fax: _____ Email Address: _____

Billing Information:

Billing Contact: _____ Title: _____

Address (If different): _____

Phone: _____ Fax: _____ Email Address: _____

Bank Name: _____ Account Number: _____

Guarantor Information:

Name: _____ Relation to company: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Residence Address: _____

City: _____ State: _____ Zip: _____

Business Phone: _____ Residence Phone: _____ Cell Phone: _____

THIS AGREEMENT FOR SERVICES (Agreement) is entered into between Xpedite (Xpedite, We, Us or Our) and the above named company (Client, You or Your). Read the Terms and Conditions of this Agreement fully before signing. Signing this Agreement indicates full acceptance of said Terms and Conditions.

Certification:

BY SIGNING BELOW, I certify that I have read the Terms and Conditions of this Agreement as set forth above and in the attached pages and are herein incorporated by this reference. I also certify that I have the authority to bind the Client identified above to these Terms and Conditions and that the Client and I agree with the Terms and Conditions as written herein. The Client and I further understand and agree that the disclaimers of warranties and limitations of liability contained in the Terms and Conditions are agreed to and constitute an integral part of this Agreement. This Agreement will not be binding and effective until signed by an authorized representative of Xpedite.

ALSO BY SIGNING BELOW, as an authorized agent of the Client, I represent that the Client agrees to the payment terms and conditions addressed in Section 1 and Section 5 of this Agreement.

Authorized Agent's Signature: _____ Date: _____

Print Name: _____ Title: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Personal Guarantor:

BY SIGNING BELOW, I agree to personally guarantee the payment to Xpedite for all services rendered to and / or on behalf of client and understand and agree that I am personally responsible for payment of all charges generated through this account if not paid by the Client as provided in Section 1 and Section 5 of this Agreement. I understand that all legal remedies for the collection of any outstanding balance due by Client to Xpedite may be instituted against me as the Personal Guarantor of this account. I further acknowledge that I have read this Agreement in its entirety, understand all terms of the Agreement and agree to be bound by all terms hereof as the Personal Guarantor of the Client's account with Xpedite. I agree to keep Xpedite informed of my current mailing and residence addresses at all times. I further authorize the payment of all overdue and outstanding balances due and owing to Xpedite by Client by use of the credit card account as provided below:

PERSONAL GUARANTOR'S SIGNATURE: _____ Date: _____

Print Name: _____ Title: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Credit Card Type: _____ Name on Card: _____

Card Number: _____ Expiration Date: _____

Billing address for Credit Card: _____

City: _____ State: _____ Zip: _____

ACCEPTANCE BY XPEDITE:

Xpedite Signature: _____ Date: _____

Print Name: _____ Title: _____

Xpedite Client Terms and Conditions

1. Service Provision and Payment

Xpedite will provide Consumer Reports consisting of public record information and other components as agreed upon. Xpedite agrees to provide this information, in a quality format, to the best of their ability subject to the conditions of availability at the specific time the information is requested. You agree to the negotiated Xpedite fees and / or published fees, and understand that these fees may be increased / decreased on occasion by Xpedite with thirty (30) day advance written notice provided to you by ordinary mail. You also understand and agree that any court, access, copy, document or any such fee assessed by any public record storage location and paid or advanced by Xpedite are to be reimbursed and will be included in any billings.

You understand that itemized invoices will be issued and sent via U.S. Mail, unless other acceptable methods are established, on the 15th and last day of each month. These invoices will be for the total of all services completed since the prior invoice, based on the negotiated pricing and referenced fees. Payment in full for each invoice is due thirty (30) days from the date of the invoice (invoice date). If payment in full has not been received by Xpedite by the fortieth (40th) day from the invoice date, Xpedite will apply the amount of the outstanding balance of the account to the Guarantor's credit card account, provided above. If, for any reason, the credit card account will not accept the amount of the invoice and supply payment in full, Your account will be immediately suspended until payment in full is received. The Guarantor, by signature above, is authorizing the payment of the outstanding overdue Client balance by his / her credit card issuer.

All payments remaining due after thirty (30) days from the invoice date will bear interest at the rate of one and one-half percent (1.5%) each month or at the highest rate allowed by Ohio law, whichever is lower, until paid in full. If any account balance remains outstanding sixty (60) days from the invoice date, Xpedite will suspend or terminate all services to Client. Any waiver of this charge by Xpedite at a particular point in time with a particular client will not constitute a waiver thereafter.

2. Definitions

FCRA means the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and any regulations adopted pursuant to, modified or supplemented.

Consumer Report has the meaning as given and described in the FCRA.

Applicable Law includes any and all applicable federal, state and / or local laws, regulations, orders or ordinances.

3. Client Certifications and Responsibilities

You certify that, where applicable:

You will request and use the services and reports of Xpedite in strict compliance with all provisions of the FCRA, the Americans with Disabilities Act (ADA), the Fair and Accurate Credit Transactions Act (FACTA), the Gramm-Leach-Bliley Act and all other applicable law including, without limitation, federal and state equal opportunity laws and regulations.

You will request the information for legitimate and lawful purposes only and in accordance with all applicable laws, rules and regulations.

All proper disclosures, authorizations, notices, statements and / or any other information including, without limitation, a copy of the Consumer Report and all other correspondence as required by the FCRA, will be obtained and provided to Your clients when and where necessary. It is Client's exclusive responsibility to identify the circumstances and conditions when and to whom such information should be supplied.

You will maintain strict confidentiality of all information obtained from Xpedite and will share no information except with those permitted or required by applicable law.

You acknowledge and understand that Xpedite will report any adverse information found within the boundaries of federal, state and / or local laws, rules and regulations.

You acknowledge and understand that information is obtained and managed by fallible sources. Xpedite, its information providers or those persons and entities involved in the assembly and / or delivery of any report cannot guarantee or insure the accuracy or the depth of the information provided.

Initials: _____

You acknowledge that Xpedite may be required to disclose Your name while obtaining and assembling the information requested.

You understand that, from time to time, Xpedite may be the subject of an audit performed by the various information providers utilized or may conduct their own audits to verify issue compliance and may need to request documentation from you. You agree to provide any requested documents (Release Forms, Applications, etc.) to Xpedite within three (3) days of receiving such requests.

You assume all responsibility for the final verification of Your applicant's identity.

You understand that We will not offer or render any legal advice or opinions regarding any applicant's information or suitability for hire.

You acknowledge that You have been provided with a copy of the Federal Trade Commission's document, "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" and You understand that various states may have additional regulations that apply to You. It is Your responsibility to maintain awareness of these rules and regulations and You agree to comply with these said rules and regulations as they apply to You.

You release, and hold harmless, Xpedite, its affiliated companies, officers, directors, shareholders, agents, employees, its third party providers and all persons or entities involved in the preparation and / or delivering of any report from any and all liability, including, without limitation, liability or damage in connection with the preparation of such reports and from any loss or expense suffered by You resulting directly or indirectly, and in whole or in part, from reports prepared by Xpedite or any affiliated company.

4. Xpedite Certifications and Responsibilities

Xpedite certifies that:

We will comply with all applicable laws during the preparation and delivery of any report.

We will comply with Section 613 of the FCRA with regard to reporting items of public record.

We will follow reasonable quality assurance procedures, including a regular auditing schedule, in obtaining and providing information from sources that We have investigated and believe to be reliable.

We will re-investigate, at no cost, any disputed report information when either You or the individual subject of the report makes a request, in writing and with the proper identification, in accordance with applicable law.

We will work with all due diligence, effort and good conscience on any and all requests received from You. We also certify that We will continue to investigate new sources and methods to provide information to You and will dedicate to you our efforts and focus to providing accurate, timely information.

5. Agreement Terms

This Agreement will begin on the date accepted by Xpedite which shall be the date signed by an authorized agent of Xpedite and will be in effect for an initial period of one (1) year (Initial Term). Following the Initial Term, the Agreement will automatically renew for additional one (1) year periods (Renewal Terms) unless the Agreement is terminated. Either party may terminate this Agreement prior to the end of the Initial Term or any subsequent Renewal Terms by notifying the other party, in writing at the Home Office location, of the intent to terminate with a minimum of sixty (60) days advance notice. Upon termination, you agree to pay for all reports requested prior to the effective date of termination, regardless of the completion date of the report. All provisions regarding indemnity, exclusion of liability, payment of account by Client and Guarantor and confidentiality shall survive the termination of this Agreement.

If Client defaults in the performance of this agreement or materially breaches any of its provisions, Xpedite may terminate this agreement with written notice sent by registered / certified mail to the Client at the Home Office. Material breaches include, but are not limited to, the following: nonpayment of account balance as provided herein and / or misuse of information requested by Xpedite.

It may become necessary, due to unforeseen changes in costs, to amend any previously negotiated and / or published pricing or billing arrangements. You will be notified of all adjustments in pricing with a minimum of thirty (30) days advance written notice sent by ordinary mail. Unless a written termination of agreement notice is received by Xpedite on or before the increased pricing is implemented, it is conclusively presumed that You and the Guarantor accept the increase in cost of services performed by Xpedite.

Initials: _____

IN NO EVENT shall Xpedite be liable for any loss of profits, any incidental, special, exemplary or consequential damages or any claims or demands brought against you, even if Xpedite has been advised of the possibility of such claims or demands. The amount of actual damages that you may recover from Xpedite is agreed to be limited to the amount of fees actually paid to Xpedite for services performed involving the claim. These limitations on damages and claims are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation may not apply to you. Any claim or cause of action which you may have arising out of a claim related to this Agreement shall be filed within ninety (90) days after such claim or cause of action arises or forever be barred.

In no event shall either party have any responsibility or liability to the other, whatsoever, for any failure or delay in performance which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstance beyond the reasonable control of said party.

Any and all disputes arising from any report or action performed as a result of this Agreement shall be brought only in a state or federal court in the State of Ohio, County of Hamilton, and shall be governed by, and construed in accordance with, the laws of the State of Ohio.

Xpedite has invested substantial time and money in the development of its proprietary products and software and, as such, all aspects of said products have become valuable assets. You agree that you shall not reproduce, distribute, transmit, capture, duplicate or copy any portion of any such proprietary products or software, its contents or any portion thereof.

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under the law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

Unless otherwise provided herein, any notice to be given under this agreement, by either party to the other, shall be in writing and sent to the other by registered or certified US mail to the Client at the Home Office Address provided above and to Xpedite at 3091 West Galbraith Road; Suite 308; Cincinnati, OH 45239. Either party may change their address for the purposes of this paragraph by giving notice of the change in accordance with the provisions of this paragraph.

Initials: _____

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

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 Federal Trade Commission's Website at www.ftc.gov/credit. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. **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)(2).
- 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 CRA's, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at www.ftc.gov/credit.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at www.ftc.gov/credit.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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

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

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

A. Employment Other Than in the Trucking Industry

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

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain 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©, 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must; (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must 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, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

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

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 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 FTC's Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of 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. 1681cA; Section 605B 15 U.S.C. 1681cB; Section 606 15 U.S.C. 1681d; Section 607 15 U.S.C. 1681e; Section 608 15 U.S.C. 1681f; Section 609 15 U.S.C. 1681g; Section 610 15 U.S.C. 1681h; Section 611 15 U.S.C. 1681i; Section 612 15 U.S.C. 1681j; Section 613 15 U.S.C. 1681k; Section 614 15 U.S.C. 1681l; Section 615 15 U.S.C. 1681m; Section 616 15 U.S.C. 1681n; Section 617 15 U.S.C. 1681o; Section 618 15 U.S.C. 1681p; Section 619 15 U.S.C. 1681q; Section 620 15 U.S.C. 1681r; Section 621 15 U.S.C. 1681s; Section 622 15 U.S.C. 1681s-1; Section 623 15 U.S.C. 1681s-2; Section 624 15 U.S.C. 1681t; Section 625 15 U.S.C. 1681u; Section 626 15 U.S.C. 1681v; Section 627 15 U.S.C. 1681w; Section 628 15 U.S.C. 1681x; Section 629 15 U.S.C. 1681y.