



The following terms and conditions govern the agreement between Ohio Professional Electronic Network Limited Liability Company ("OPEN"), and Commercial Information Systems, Inc. ("CIS") (for purposes of this agreement OPEN and CIS shall collectively be known herein as "OPENONLINE"), and the entity ("Customer") identified on the OPENONLINE Customer Application (the "Customer Application"), which is incorporated by reference herein. The entire agreement consists of the Customer Application, the Statement of Work (SOW) attached as Exhibit A, and this document, the OPENONLINE Terms of Service Agreement (collectively referred to as the "Agreement"), including any Addendums and Notices. By signing this Agreement, OPENONLINE and Customer agree as follows:

1. SERVICES: OPENONLINE provides access to public record information, publicly available information, non-public information, document retrieval, consumer credit, business credit, Consumer Reports (as defined by the Fair Credit Reporting Act), and other related services detailed in the SOW (collectively, the "Services"). Customer hereby subscribes to the Services and agrees to pay OPENONLINE the applicable set up fee, rates and charges for all Services provided or ordered from OPENONLINE as detailed in the SOW plus any additional rates and charges, plus any related charges for agency fees and/or document delivery charges.

2. CHARGES TO CUSTOMER: Customer agrees to pay for Services each calendar month, which shall include applicable set up fees and the aggregate amount for Services as set forth on the current pricing list and in the SOW. For each response to a request for information, including "no record found," Customer agrees to pay OPENONLINE the applicable fee then prevailing for Services rendered to Customer. Customer shall pay OPENONLINE prices as updated from time to time through its electronic announcements and notifications, Customer bulletins, and published price schedules which are by this reference, incorporated herein.

OPENONLINE reserves the right to charge interest and/or late fees to Customer for unpaid balances due beginning thirty (30) days from the date of any invoice for Services at the maximum rates permitted by law. OPENONLINE reserves the right, at its sole discretion, to require Customer, at any time and for any reason, to provide Advance Credit Card authorization before providing the Services. If the account goes to collection, Customer agrees to pay all collection expenses, including attorneys' fees and court costs. Customer agrees that providing credit card information and submitting it electronically to OPENONLINE represents a legal authorization to debit the card for the orders placed or for non-payment per the 15 day terms. Customer agrees that prices for services are subject to change without notice, although OPENONLINE will make every

reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by OPENONLINE.

3. CUSTOMER CERTIFICATIONS: Customer agrees and certifies to the following:

- (a) Customer shall request and use the Services, where applicable, in strict compliance with the Fair Credit Reporting Act (the "FCRA"), defined as 15 USC Sections 1681 et. Seq., and any modifications or amendments adopted pursuant thereto.
- (b) Customer shall use the Services and all reports related thereto, where applicable, in compliance with the Americans with Disabilities Act, Title VII, the Drivers Privacy Protection Act ("DPPA"), the regulations of the Equal Employment Opportunity Commission ("EEOC") and all applicable federal, state and local laws, regulations, orders and ordinances, including, but not limited to, state equal opportunity laws.
- (c) If the Customer is using the Services to obtain Consumer Reports as defined by the FCRA, Customer shall certify in writing to OPENONLINE a permissible purpose as defined by the FCRA and Customer will limit its purpose to the purpose identified in the Customer Application unless modified by customer in writing and given to OPENONLINE. Customer shall notify OPENONLINE prior to changing its purpose of any changes to the information on its Customer Application for Services and SOW, including, but not limited to, any changes in its permissible purpose.
- (d) If the Customer is using the Services to obtain Consumer Reports under the FCRA, Customer represents that it: (1) has reviewed the notice prescribed by the FCRA (Exhibit B) titled "Notice to Users of Consumer Reports" (the "Notice"), (2) has received a copy of the Notice from OPENONLINE, and (3) is in compliance with the Notice.
- (e) Customer agrees to keep the information obtained through the Services confidential, for Customer's exclusive use only, and, except as required by law, disclose the information from Consumer Reports only to the subject of the report, unless previously agreed to in writing by OPENONLINE.
- (f) Customer agrees to have reasonable procedures for the fair and equitable use of background information

Fax, email or mail completed forms to OPENonline at:

and to secure the confidentiality of private information. Customer agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports.

- (g) Customer acknowledges that OPENONLINE will not provide any nor release any medical information to Customer.
- (h) Customer understands that OPENONLINE obtains the information reported in its information services from various third party sources "AS IS", and therefore is providing the information to Customer "AS IS". Customer acknowledges that the information is obtained and managed by sources that may be fallible, and that OPENONLINE cannot guarantee or insure the accuracy of reports or the information provided therein.
- (i) Customer assumes all responsibility for the final verification of the applicant or the subject's identity.
- (j) Customer agrees that OPENONLINE and/or its suppliers retain all right, title and interest in and to the databases and any and all materials contained therein (collectively, the "Proprietary Materials") used to provide Services under applicable contractual, copyright, and related laws. Customer shall use such Proprietary Materials consistent with such right, title and interest and notify OPENONLINE immediately of any threatened or actual infringement thereof.
- (k) Customer shall at no time represent that it is an authorized agent or representative of OPENONLINE.
- (l) Customer shall not sell or otherwise distribute information received through or from OPENONLINE to any third party, unless required to do so by law or with obtaining prior written permission from OPENONLINE. In addition, Customer will not request and use such information for any purposes prohibited by law.
- (m) Customer acknowledges that OPENONLINE does not provide legal advice or counsel. Customer is solely responsible for complying with all local, state, and federal laws relating to the use of any information provided by OPENONLINE. Customer should consult with its legal counsel for questions regarding their legal responsibilities.
- (n) Customer certifies that it will use reference services such as SSN Verification, SSN Trace and ID Verification services for its own use and shall hold any and all information obtained from use of the services in strict confidence. Customer shall not request, obtain or distribute SSN Trace, SSN Verification and ID Verification information for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained

under this agreement to any other party, whether alone or in conjunction with customer's own data or otherwise in any service which is derived from the SSN Verification and ID Verification. Customer further certifies that the services shall be requested by and disclosed only to customer's designated and authorized employees and that such employees shall use services only for permissible purpose in the exercise of their official duties.

- (o) OPENONLINE recommends that Customer screen its applicants or employees at the county court-house or county level or statewide online system, federal, and multi-state/nationwide database levels. Customer understands that if it chooses not to conduct searches at these levels, OPENONLINE cannot be held responsible for any records that exist that are not included in the Customer's coverage requested. Customer further understands that the multi-state/nationwide database report is offered in conjunction with a county-level verification of any records found, OPENONLINE recommends that Customer opt to verify records, and that Customer will bear any additional costs associated with this verification. OPENONLINE cannot be held responsible for a Customer's failure to opt for verification of database records.
- (p) Customer hereby certifies that Moving Violation Reports and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 et seq.) and any related state laws. Customer further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to OPENONLINE in the form of the consumer's signed release authorization form. Customer also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. Customer shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means. Customers must use these records for their own employment screenings and resale of this information is strictly prohibited.

4. CERTIFICATION FOR EMPLOYMENT PURPOSES:

Customer hereby expressly acknowledges and agrees that use of OPENONLINE for employment purposes is subject to the following provisions:

- (a) Customer shall make a clear and conspicuous disclosure to the applicant or employee, in writing and on a separate document consisting solely of the disclosure that a consumer report or an investigative consumer report may be obtained for employment purposes.

Fax, email or mail completed forms to OPENONLINE at:

(614) 481.6980 | compliance@openonline.com

Attn: Compliance Dept., 1650 Lake Shore Drive, Suite 350, Columbus, OH 43204

- (b) Customer shall obtain a proper written authorization, where applicable, from the individual who is the subject of a Consumer Report ("Report") prior to obtaining a Report. Customer will maintain copies of written authorizations for a minimum of five (5) years from date of inquiry.
- (c) Prior to taking adverse action, Customer shall provide the subject with a copy of the Report and the proper notices required by the FCRA, and any other applicable state or federal law, including, but not limited to, a statement that the consumer may dispute information in his or her report, and a copy of the prescribed "Summary of Your Rights" as published by the FTC. Customer acknowledges the receipt of a copy of the "Summary of Your Rights" from OPENONLINE, attached hereto as Exhibit C. Customer certifies it will wait a reasonable period of time after providing the consumer with a copy of his or her report and Summary of Rights before it takes adverse action.
- (d) Customer certifies it will comply with all Equal Employment laws and regulations.
- (e) In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Customer will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) OPENONLINE's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.
- (f) Customer shall make employment decisions based on its own lawful policies and procedures, acknowledging that OPENONLINE does not render any opinions or advice on information contained in any reports from the Services. Customer acknowledges that OPENONLINE does not define adjudication hiring criteria and does not make employment decisions. As an administrative service only, OPENONLINE may adjudicate any consumer reports based on hiring criteria either provided by Customer or for which Customer is otherwise contractually or otherwise obligated to use as a condition of being a vendor with another company ("Criteria"). OPENONLINE makes no representations regarding the validity, legality or appropriateness of the Criteria. Similarly, OPENONLINE may provide sample applications, criminal history questions or forms to Customer and/or Customer option (for an additional charge) for OPENONLINE to send out pre-adverse and adverse action letters on Customer's behalf. Customer retains responsibility at all times for complying with applicable law related to these items. All employment-related information collected and decisions made,

including hiring, contracting and site-access decisions, are made by the Customer, not by OPENONLINE. Customer shall assume sole responsibility for such decisions. Customer agrees to indemnify and hold harmless OPENONLINE, its employees, owners, agents and representatives from and against any claims that may arise as a result of customer's use of any Services, including adjudication services. Customer should consult with legal counsel to develop a legally compliant adverse action policy.

5. WARRANTY OF CUSTOMER:

- (a) Customer agrees to safeguard access to OPENONLINE. Customer agrees that the User Identifiers, Passwords and Computer Programs provided by OPENONLINE are for its sole internal use and will not be provided to other parties. Customer further agrees that it will maintain effective internal controls of its User Identifiers and Passwords.
- (b) If any information or data provided or sold to Customer is subsequently considered confidential or sealed for any reason by any federal, state or local public agency or entity (hereinafter the "Confidential Information"), Customer upon receiving notice of such Confidential Information from OPENONLINE shall not sell, disseminate or otherwise further transfer the Confidential Information to any third party, and Customer shall immediately upon receipt of such notice delete and/or destroy any and all such Confidential Information from all of Customer's systems and files.
- (c) Customer represents, warrants and covenants to OPENONLINE that it is not in the business of providing any of the Services, including, licensing, selling, or creating for its customers consumer reports, background screening or online data retrieval services. During the term of this Agreement and for a two (2) year period following the date of termination of this Agreement, for any reason whatsoever, Customer agrees:
 - (1) To not, directly or indirectly, own, manage, operate, finance, consult with, provide services to, or otherwise engage or participate in, or have a financial interest in a Competing Business. A "Competing Business" shall mean, any person, firm, entity, partnership, limited liability company, corporation or other organization which engages in the delivery of any services similar to the Services available from OPENONLINE anywhere in North America; and
 - (2) To not, directly, or indirectly, (a) induce or attempt to induce, solicit or attempt to solicit, contract with or accept business from any "OPENONLINE Customer" for the providing of services which are the same as, or similar to, or otherwise competitive with, the services which OPENONLINE renders or provides; (b) advise, induce or persuade any person or business not to do business with OPENONLINE or to cancel or fail

Fax, email or mail completed forms to OPENONLINE at:

(614) 481.6980 | compliance@openonline.com

Attn: Compliance Dept., 1650 Lake Shore Drive, Suite 350, Columbus, OH 43204

to renew any contract with OPENONLINE; (c) employ, retain, contract with or interfere with any employees of OPENONLINE with respect to the work performed by such employee for, or on behalf of, OPENONLINE; (d) solicit, induce, persuade, or advise any employees or personnel of OPENONLINE to terminate any relationship with OPENONLINE; or (e) obtain any type of financial interest in any business entity which engages in any of the foregoing. "Openonline Customer" for purposes of this Section 5(c) means (i) during the term of this Agreement: (1) any person or business entity which has contracted with OPENONLINE for OPENONLINE to provide its services, and (2) any person or business entity to which OPENONLINE has submitted a written proposal for OPEONLINE to provide its services; or (ii) after the term of this Agreement: (1) any person or business entity which has contracted with OPEONLINE for OPEONLINE to provide its services, and (ii) and person or business entity to which OPEONLINE has submitted a written proposal within twelve (12) months prior to the termination of this Agreement for OPEONLINE to provide its services.

- (3) (i) Customer acknowledges and agrees that a breach of any term of this Section 5(c) by Customer will result in irreparable harm to OPENONLINE and that money damages, in and of themselves, are not adequate relief. The Customer further acknowledges and agrees that injunctive relief is the only appropriate and proper type of relief to prevent irreparable harm for a breach of any term of Section 5(c). The Customer agrees that in the event of a breach of Section 5(c), or in the event that such breach appears to be imminent, OPENONLINE shall be entitled to obtain a temporary restraining order or preliminary injunction without notice. In addition, OPENONLINE may seek all other legal and equitable remedies afforded it by law as a result of a breach of Section 5(c), including, but not limited to, permanent injunctions, money damages and reimbursement of all expenses, reasonable costs and attorneys' fees incurred by it in seeking any such remedy. Further, the Customer agrees to waive any requirement for security or posting of any bond in connection with any such remedy.
- (ii) The Customer agrees that all actions or proceedings for injunctive relief pursuant to this Section 5(c) shall be litigated in courts having situs within Franklin County, State of Ohio. The Customer hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state. The Customer hereby waives any right it may have to transfer or change the venue of any litigation brought against such Customer by OPENONLINE in accordance with this Section 5(c).

(iii) If any court or tribunal of competent jurisdiction shall refuse to enforce the covenants set forth in Section 3(c) because the time limitation, scope of the business, or geographic scope applicable thereto is deemed unreasonable, it is expressly understood and agreed that such covenant shall not be void but that for the purpose of such proceedings such time limitations, scope of business or geographic scope shall only be reduced to the extent necessary to permit the enforcement of such covenant.

(4) This Section 5(c) shall not apply to any Customer approved by OPENONLINE as a Reseller.

6. AVAILABILITY OF ADDITIONAL PRODUCTS:

OPENONLINE will from time to time make available to Customer other products and services made generally available by OPENONLINE to users of the Services, on such terms and conditions as OPENONLINE deems appropriate. Customer acknowledges that Customer may be required, as a condition precedent to the use of such additional products and services, to enter into additional agreements with OPENONLINE or third parties with respect to such products and services. From time to time, Customer may be linked to OPENONLINE's web site from a third party's web site, OPENONLINE's website may provide links to other web sites or resources. Customer agrees that OPENONLINE has no control over such other websites or resources and that OPEONLINE is not responsible for them. Customer also agrees that OPENONLINE IS NOT RESPONSIBLE FOR ANY CONTENT, ADVERTISING, PRODUCTS OR OTHER MATERIAL ON OR AVAILABLE FROM SUCH OTHER WEBSITES OR RESOURCES. If Customer acquires goods or services from a third party, whether or not the goods or services are used as part of or found through the Services or OPENONLINE's website, Customer agrees that CUSTOMER'S BUSINESS DEALINGS WITH THAT THIRD PARTY ARE SOLELY BETWEEN CUSTOMER AND THAT THIRD PARTY. OPENONLINE DISCLAIMS AND CUSTOMER HEREBY RELEASES OPENONLINE FROM ANY LIABILITY FOR ANY REASON CONNECTED WITH SUCH THIRD PARTY OR THE GOODS OR SERVICES ACQUIRED, INCLUDING, WITHOUT LIMITATION, COMPLAINTS OR FAILURE TO PERFORM, DEFECTS IN GOODS OR SERVICES OR OTHERWISE.

7. DISCONTINUATION OF PRODUCTS:

OPENONLINE reserves the right to discontinue any product or Service offered as of the effective date of this Agreement or at any time thereafter at OPENONLINE's sole discretion and determination.

8. SUPPLIER CONDITIONS:

Customer acknowledges that access to and use of the Services may be subject to restrictions imposed by suppliers, including without limitation all content providers, and further that OPENONLINE's agreements with such suppliers may require OPENONLINE to deny or otherwise restrict Customer's access to certain information available

Fax, email or mail completed forms to OPENonline at:

(614) 481.6980 | compliance@openonline.com

Attn: Compliance Dept., 1650 Lake Shore Drive, Suite 350, Columbus, OH 43204

through the Services. Customer agrees to comply with all such restrictions of which Customer receives notice, whether such notice is provided in writing, online or via other electronic notification, and such restrictions are incorporated herein by reference. IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND THE TERMS AND CONDITIONS IMPOSED BY SUPPLIERS, THEN THE SUPPLIERS TERMS AND CONDITIONS SHALL SUPERSEDE AND CONTROL. Customer agrees to respect and comply with all copyright notices applicable to the databases and other services and products relating to the Services.

9. DISCLAIMER OF WARRANTIES:

- (a) CUSTOMER ACKNOWLEDGES THAT NEITHER OPENONLINE NOR ANY SUPPLIER HAS MADE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PERFORMANCE OF THE SERVICES OR THE ACCURACY OF ANY INDEXING, DATA ENTRY OR ANY INFORMATION INCLUDED IN THE SERVICES.
- (b) OPENONLINE OR ANY SUPPLIER PERSONNEL RENDERING ADVICE TO CUSTOMER REGARDING THE DEVELOPMENT (INCLUDING, WITHOUT LIMITATION, WORDING, SPACING, FORM AND COMPLETENESS) OF ANY SEARCH REQUESTS OR RENDERING STATEMENTS TO THE CUSTOMER ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES, ARE NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES TO CUSTOMER REGARDING THE ACCURACY OR ADEQUACY OF SUCH REQUESTS, AND CUSTOMER HEREBY ASSUMES FULL RESPONSIBILITY FOR THE FORMATION AND RESULTS OF ALL SEARCH REQUESTS.
- (c) CUSTOMER ACKNOWLEDGES THAT NEITHER OPENONLINE NOR ANY SUPPLIER WARRANTS OR GUARANTEES (EITHER EXPRESSLY OR BY IMPLICATION) THE TIMELINESS, CURRENTNESS, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INFORMATION OR SERVICES PROVIDED, AND OPENONLINE AND ANY SUPPLIER SPECIFICALLY DISCLAIM ALL SUCH WARRANTIES.
- (d) CUSTOMER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF RISK AND THAT NEITHER OPENONLINE NOR ANY SUPPLIER, IN FURNISHING THE INFORMATION AND SERVICES TO THE CUSTOMER, DOES OR WILL UNDERWRITE THAT RISK IN ANY MANNER WHATSOEVER. THE CUSTOMER THEREFORE AGREES THAT NEITHER OPENONLINE NOR ANY SUPPLIER WILL BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY OPENONLINE'S OR THE SUPPLIER'S NEGLIGENCE

IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION AND SERVICES.

10. CUSTOMER REMEDIES AND OPENONLINE'S

LIABILITIES: OPENONLINE shall exercise reasonable efforts to furnish to the Customer accurate information. Both OPENONLINE and Customer hereby agree that the limitation of OPENONLINE's total liability to Customer under this Agreement shall be the return of the fees paid by Customer to OPENONLINE for the data accessed to the extent said data and information furnished by OPENONLINE is found to be the primary basis upon which the Customer incurred any injury or damage. Customer acknowledges that all data and information provided and/or sold to Customer under this Agreement is purchased "AS IS".

IN NO EVENT SHALL OPENONLINE OR ANY OF ITS SUPPLIERS BE LIABLE FOR (i) ANY DAMAGES WHATSOEVER, INCLUDING, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, (ii) WITHOUT LIMITATION, DAMAGES TO OTHER GOODS OR EQUIPMENT, LOST PROFITS, DOWNTIME COSTS, LABOR COSTS, OVERHEAD COSTS OR CLAIMS OF CUSTOMERS OR CLIENTS OF CUSTOMER FOR SUCH COSTS, OR (iii) ANY OTHER COSTS OR EXPENSES EXCEPT AS EXPRESSLY AGREED TO HEREIN.

11. INDEMNIFICATION:

- (a) Customer will indemnify, defend and hold harmless OPENONLINE, and its suppliers, and their respective officers, directors, members, managers, shareholders, independent contractors, employees, affiliates, representatives and agents from and against any and all, direct or indirect, losses, claims, damages, demands, expenses (including attorneys' fees) or liabilities of whatever nature or kind, arising out of, based upon or resulting from (i) Customer's access to the Services, (ii) Customer's use, publication, disclosure or distribution of any information or the additional products, (iii) any breach of any representation or warranty of Customer which is contained in or made pursuant to this Agreement, and (iv) any breach or non-fulfillment by Customer of any of its agreements or other obligations contained in or made pursuant to this Agreement, except for claims expressly covered by the reimbursement provisions provided in Section 10 hereof.
- (b) OPENONLINE will indemnify, defend and hold Customer, and its officers, directors, employees, affiliates, representatives, and agents, harmless, from and against any claim that the Services provided to Customer infringe upon a United States copyright, patent or trade secret; PROVIDED Customer immediately notifies OPENONLINE in writing of the existence of any such claim; permits OPENONLINE to

Fax, email or mail completed forms to OPENonline at:

assume the defense of such claim; and cooperates with any reasonable requests of OPENONLINE in connection with such defense, and PROVIDED FURTHER, that the indemnity given herein shall not apply if Customer resells or distributes information to third parties.

12. GENERAL CONDITIONS:

- (a) This Agreement shall be governed and construed according to the laws of the State of Ohio without reference to its choice of law rules and may not be assigned by Customer in whole or in part without the prior written consent of OPENONLINE. Any suit brought to enforce or otherwise related to this Agreement shall be brought in a court situated in Franklin County, Ohio. The parties hereby subject themselves to the personal jurisdiction of Franklin County, Ohio in all suits or other enforcement actions arising out of or related to this Agreement.
- (b) Notices required or permitted under this Agreement may be posted on the OPENONLINE website. Customers will be notified of any changes to the price or content of Services via the email address provided by the Customer, customer bulletins, fax broadcast or other such means as OPENONLINE determines, in its sole discretion, to be appropriate.
- (c) Failure by either party to insist, in any one or more cases, upon the strict performance of any of the terms and conditions of this Agreement shall not be considered a waiver or relinquishment of the right to insist upon strict performance of any such term or condition or any other term or condition in the future.
- (d) Violations by Customer of state or federal laws, or OPENONLINE's or its suppliers' established policies or procedures, may result in immediate termination of access to the Services in OPENONLINE's sole discretion.
- (e) Customer agrees that it will not use the tradename or trademark "OPENONLINE", "OPENONLINE.com", "OPEN", "Online Professional Electronic Network", "CIS", "Commercial Information Systems, Inc.", "PublicQuest" or SelectHire® unless authorized by OPENONLINE in writing by an authorized representative of OPENONLINE.

13. TERM OF AGREEMENT; EFFECTS OF TERMINATION:

- (a) It is understood that this Agreement shall be for three (3) years and shall renew automatically for successive periods of one (1) year unless terminated as set forth below.
- (b) (i) OPENONLINE shall have the immediate right to terminate this Agreement without Customer's right to cure in the event Customer fails to comply with its payment obligations under Section 2 of this Agreement;

- (ii) OPENONLINE shall have the right to terminate this Agreement in the event Customer fails to cure any material breach of its obligations under this Agreement within fifteen (15) days of Customer's receipt of such notice; or
- (iii) OPENONLINE shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Customer.

- (c) (i) Customer shall have right to terminate this Agreement in the event OPENONLINE fails to cure any material breach of its obligations under this Agreement within fifteen (15) days of OPENONLINE's receipt of such notice, or (ii) upon thirty (30) days prior written notice to OPENONLINE.
- (d) Termination of this Agreement by either party does not release Customer from its obligation to pay for services rendered.

14. HEADINGS: Paragraph headings are for convenience only and shall in no way modify or affect the intent of any provision or be given any legal affect. This Agreement shall be effective upon the date of execution by both parties.

15. SEVERABILITY: In case any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof. It is the intention of the parties that if any provision is held to be invalid, illegal, or unenforceable, there shall be added in lieu thereof a valid and enforceable provision as similar in terms to such provision as is possible.

16. EXPENSES: Each party shall be obligated to pay its own legal, accounting, investment banking and other fees and expenses incurred with respect to this Agreement and the transactions contemplated herein, except as it relates to the indemnification provisions herein.

17. BINDING EFFECT: This Agreement shall be binding upon the heirs and successors of the respective parties hereto.

18. PARTIES IN INTEREST: Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective heirs, successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third party any right of subrogation over or action against any party to this Agreement.

19. COUNTERPARTS AND/OR FACIMILE SIGNATURES: This Agreement may be executed in two or more counterparts including counterparts transmitted by telecopier or facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. When

Fax, email or mail completed forms to OPENonline at:

(614) 481.6980 | compliance@openonline.com

Attn: Compliance Dept., 1650 Lake Shore Drive, Suite 350, Columbus, OH 43204

counterparts of facsimile copies have been executed by the parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals.

20. ENTIRE AGREEMENT: The terms and conditions set forth in this Agreement constitute the entire agreement of the parties on the subject matter hereof, and any additional or different terms or conditions set forth in any other document, including without limitation any Customer purchase order, shall be of no effect, except as provided for herein.

21. INDEPENDENT CONTRACTOR: Neither party is an affiliate of the other, neither party shall have the authority to act for or bind the other and neither shall make any representation that would indicate an apparent agency, employment, partnership or joint venture relationship.

22. FORCE MAJEURE: End-User agrees that OPENONLINE is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent OPENONLINE from meeting its obligations under this Agreement.

For Customer Use			
Company		Date	
Accepted by:			
Signature			
Printed Name			
Title			

For OPENonline, LLC Use Only	
Signature	
Printed Name	
Title	

Exhibit A
Statement of Work Form

As part of the next step of the application process a member of our on-boarding team will be in contact with you to complete the Statement of Work portion of the application.

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\(b\)](#)
- 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:

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

Fax, email or mail completed forms to OPENonline at:

(614) 481.6980 | compliance@openonline.com

Attn: Compliance Dept., 1650 Lake Shore Drive, Suite 350, Columbus, OH 43204

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 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.

Fax, email or mail completed forms to OPENonline at:

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 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 Customer to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the Customer.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all Customers;
 - (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

Fax, email or mail completed forms to OPENonline at:

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

*Para informacion en espanol, visite www.ftc.gov/credit o escribe a la
FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580*

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA.

For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - o a person has taken adverse action against you because of information in your credit report;
 - o you are the victim of identity theft and place a fraud alert in your file;
 - o your file contains inaccurate information as a result of fraud;
 - o you are on public assistance;
 - o you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at (888) 567-8688.

Fax, email or mail completed forms to OPENonline at:

(614) 481.6980 | compliance@openonline.com

Attn: Compliance Dept., 1650 Lake Shore Drive, Suite 350, Columbus, OH 43204

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.
- **States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches / agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051