SUPREME COURT OF INDIANA

DIVISION OF
STATE COURT ADMINISTRATION

BRENT E. DICKSON, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR
DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

August 9, 2013

Kristen Krutilla-Arnold
Research Specialist – Product Management
ASURANT/One Source Technology
1501 Euclid Avenue, Suite 900
Cleveland, Ohio 44115

Re: Bulk Data Request

Dear Ms. Krutilla-Arnold:

I write in response to your request for bulk and/or compiled data from Indiana courts. Specifically you have requested all criminal and traffic records from all courts in all Indiana counties.

As you are aware, Administrative Rule 9(F) provides as a condition precedent to seeking bulk distribution or compiled information from any Indiana court, you must submit the request for such data to the Executive Director of the Indiana Supreme Court Division of State Court Administration (the "Division"). This rule and the comments that follow provide that a request for bulk distribution or complied information may be granted upon determination that the information sought is consistent with the purposes of this rule, that resources are available to prepare the information and that fulfilling the request is an appropriate use of public resources. The grant of such request may be made contingent upon the requester paying an amount, which the court determines is the fair market value of the information.

The Executive Director, Lilia Judson, has approved your request and seeks your signature on the attached User Agreements. These agreements incorporate the Indiana Supreme Court's general policies regarding the use and resale of bulk and/or compiled court data. Ms. Judson has already signed the agreements in anticipation of your signature. Please sign and return the agreements to us. We do need your original signature. We also need a list of all business entity names related to One Source Technology and all company policies provided to its subscribers/customers/clients. These will be attached and incorporated into the User Agreements.

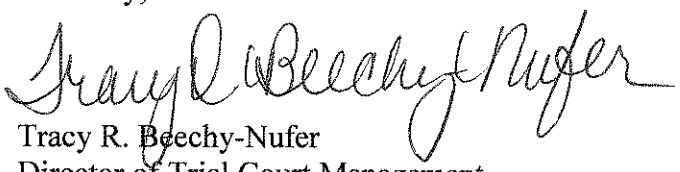
You have requested data from all Indiana Counties. Our office only has access to court records from counties using the statewide case management system (the "Odyssey" system). Since we do not have access to those counties using other case management systems, Administrative Rule 9(F)(2) provides that the Executive Director may forward the request to courts exercising jurisdictions over the records. We will be forwarding a copy of your request to the presiding

judge with a copy to the clerk of court notifying them of the Division's approval of your request. The comments to Administrative Rule 9(F)(2) authorizes courts, in their discretion, to provide access to bulk and compiled data; it does not require that such information be made available. Permitting bulk distribution or compiled information should not be authorized if providing the date will interfere with the normal operations of the court.

Once you have executed the attached User Agreements and returned them to us, copies of the Division's approval of your request and the User Agreements will be forwarded to all counties not using the Odyssey system. You will need to contact the clerks from these counties to seek approval of your request. A representative from the Judicial Automation and Technology Committee will contact you regarding the distribution of the data you are seeking from the Odyssey system.

Feel free to contact staff attorney, Jeff Wiese, at jeffrey.wiese@courts.IN.gov or (317) 234-1873, or me at tracy.beechy-nufer@courts.IN.gov or (317) 232-2542, if you have questions.

Sincerely,



Tracy R. Beechy-Nufer
Director of Trial Court Management
Division of State Court Administration

Enclosures: User Agreement for Bulk Distribution of Data/Compiled Information Not Excluded From Public Access

User Agreement for Bulk Distribution of Indiana Odyssey Data

Indiana Supreme Court
Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The Indiana Supreme Court through its Division of State Court Administration ("Division") and **ONE SOURCE TECHNOLOGY** ("Requesting Party") hereby enter into this User Agreement for Bulk Distribution of Data or Compiled Information ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

Recitals

A. Under Administrative Rule 9(F)(2), the Division is responsible for processing all requests for bulk distribution of Data or Compiled Information by Indiana Courts.

B. The Division reviews each request for bulk distribution to insure that the request is consistent with the purposes of Rule 9 and that each request is an appropriate use of public resources.

C. The Requesting Party seeks bulk distribution of Data or Compiled Information for its own use and understands that it must comply with the provisions of this Agreement.

D. The Division requires that the Requesting Party understand and agree to comply with certain restrictions on usage of the Data and Compiled Information.

E. The Requesting Party is not automatically entitled to the distribution of Data or Compiled Information of a court simply by the approval of this user agreement by the Division.

F. The Requesting Party may be required to pay an amount which the Court determines is the fair market value of the information requested.

G. The bulk distribution is limited to court records, even if the Requesting Party is seeking other information that is governed by other agencies' policies.

Agreement

1. **Definitions**. For the purpose of this Agreement, the following definitions shall apply:

A. "Administrative Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court agency, or Clerk of Court pertaining to the administration of the judicial branch of government and not associated with any particular case or other agency.

B. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.

C. "Bulk Distribution" means the distribution of all, or a significant subset of Court Records not excluded from public access, in electronic form , as is, and without modification or compilation.

D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court Agency or Clerk of Court in connection with a particular case, not otherwise governed by Rule 9(G) or (H).

E. "Clerk of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.

F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of all or a subset of all of the information from more than one individual Court Record in electronic form in response to the approved request for bulk distribution.

G. "Court" means the Indiana Supreme Court, Court of Appeals, Tax Court, and all Circuit, Superior, Probate, County, City, Town, or Small Claims Courts as well as any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.

H. "Court Records" means both Case Records and Administrative Records.

I. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.

J. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.

K. "Public Access" means the process whereby a person may inspect and copy the information in a Court Record, not excluded by Rule 9(G) or (H).

L. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to courts shall be made.

2. **Grant**.

A. Court Records Not Maintained in the Odyssey data repository. Subject to specific permission from the Courts identified below, the Division hereby grants to the Requesting Party restricted authorization to receive from such Courts the Court Records specifically identified below for the Requesting Party's own use in accordance with the

terms and conditions contained herein. Execution of this Agreement and approval of the Requesting Party's request by the Division do not create any mandatory obligation on the part of any clerk or Court to provide Court Records to the requesting Party. Under Administrative Rule 9(F), the Courts identified below must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources. Courts must determine on an individual basis whether to assess a charge for providing the Court Records, and Courts may make the granting of the request contingent upon the Requesting Party paying an amount which the Court determines is the fair market value of the information.

(1) **Court Records sought**:

Criminal and traffic records

(2) **Requested Courts**:

All Indiana Courts

B. Court Records Maintained in the Odyssey data repository. The Division grants the Requesting Party authorization to receive bulk distribution of Odyssey records upon execution of a separate User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System, Form TCM-AR9(F)-7, and payment for such records in accordance with Administrative Rule 9 and the Supreme Court Order dated September 13, 2011, Case No. 94S00-1109-MS-552.

3. **Rights and Interests.** It is the parties' intent that all rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not gain any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Those rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind. The Requesting Party shall provide the Division with the names of all entities related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this Section 3.

4. **Ongoing Data Scrubbing and Update Requirements**. The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court

Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

5. **Restrictions on Use of Data.**

A. **Compliance With Authorities**. The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

B. **Resale of Data**. The Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided pursuant to this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case Record as part of a service provided by Requesting Party. The Requesting Party shall not make bulk distribution of the Court Records or reconfigure the Court Records for subsequent bulk distributions.

C. **Policies for dissemination of Data**. The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.

6. **Bulk Transfer to Third Parties**. The Requesting Party is prohibited from making a bulk distribution of the data or the compiled information obtained through this agreement to another party.

7. **Reporting Requirement.** With respect to Court Records not maintained in the Odyssey data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3. However, the Requesting Party is not required to file with the Division a Form TCM-AR9(F)-3 for Court Records the Requesting Party receives from the Odyssey data repository.

8. **Disclosure Requirements.** The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the Court Records at the time any information from the Court Records is made available to them. At a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party every time information from the Court Records is made available.

The data or information provided is based on information obtained from Indiana Courts on _____ *(insert date most current version was created or in the*

case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court in question.

9. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

10. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement are provided "As Is". The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records. **Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.**

11. **Limitation of Liability.** The Requesting Party acknowledges and accepts that the Court Records or Data are provided "as is" and may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of the form of action, for any damages resulting from the use of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, authors, clients or other parties.

B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

12. **Indemnification.** The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, customers, clients or any other parties.

13. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

14. **Termination and Renewal.**

A. **General**. Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

B. **Renewal**. This agreement expires on **January 31, 2014**, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 2014**. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at http://www.courts.in.gov/admin/2460.htm.

C. **Termination for Cause**. The Requesting Party shall be responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party and any such violation shall result in immediate termination of this agreement by the Division, at which time all Court Records and Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be returned to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.

D. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.

E. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; or (iii) any claim arising under this agreement.

F. **Termination in Event of Failure to Update.** The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

15. **Attachments.** This Agreement incorporates by way of attachment the following:

A. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided as Exhibit A;

B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as Exhibit B;

C. The original Request provided to the Division from the Requesting Party as Exhibit C; and

D. The approval letter provided to the Requesting Party from the Division as Exhibit D.

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this _____ day of _____, _____.

Requesting Party

By: Gregg Gray

Printed: Gregg Gray

Title: President

Date: Aug 21, 2013

Division

By: Lilia Judson

Lilia Judson

Executive Director, Indiana Supreme Court
Division of State Court Administration

Date: 8/8/13

EXHIBIT A

A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data

EXHIBIT B

The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties.

EXHIBIT C

The original Request provided to the Division from the Requesting Party.

EXHIBIT D

The approval letter provided to the Requesting Party from the Division.

Request for Bulk Data/Compiled Information

REQUEST FOR RELEASE OF
BULK DATA/COMPILED INFORMATION
(NOT EXCLUDED FROM PUBLIC ACCESS)

To the Executive Director of State Court Administration:

Requestor submits this request under Administrative Rule 9(F)(3) for release of bulk data/compiled information not excluded from public access by Administrative Rule 9(G) or (H):

I. Identity of Requestor: One Source Technology
Address: 1501 Euclid Ave #900
Cleveland, OH 44115
Telephone: 216-420-1700
E-Mail: data@asurint.com

II. Identification of Bulk Data/Compiled Information sought:

(specify and describe the records sought and the compiler or location)

all Criminal & traffic Records

III. Identification of Court(s) Exercising Jurisdiction Over the Records:

(List the Court(s))

All Indiana Courts

IV. Purpose for Request: What is the purpose of the request and how is release consistent with the purposes of Administrative Rule 9?
(Set forth reason)

Requesting bulk data file containing all Criminal & traffic Records that will be used by employment screening company for background information regarding potential applicants

V. Attach a copy of each permission from a Court to obtain bulk distribution of Data or Compiled Information that has already been issued.

N/A

VI. Attach a copy of each Agreement Requestor has entered into with each County or Court listed in Section III to provide public access services or to obtain bulk distribution of Data or Compiled Information.

N/A

VII. Identify the frequency with which bulk Data and Compiled Information is being requested to be transferred to Requestor by each Court listed in Section III.

Monthly

VIII. Describe the resources available to prepare the information.

Data is hosted on a secure network at a data facility
Website asurint.com

IX. Describe how fulfilling the request is an appropriate use of public resources.

It will promote accessibility to court Records and facilitate better hiring decisions

X. Requestor is (is not) willing to pay an amount determined to be the fair market value of the information. If not, why?

Is willing to pay for data

XI. Does this Request include a request for permission to transfer the bulk Data and Compiled Information to a third party?

NO

XII. If the answer to the question in Section XI is no, there is no need to provide the following information but if the answer is yes, please provide the following:

A. the name of the third party or parties;

B. the amount that will be charged to the third party, based solely upon time and materials required to deliver the bulk data;

C. the frequency with which charges will be incurred; and,

D. the frequency of the transfer of data and information to the third party.

E. Attach a copy of the Agreement entered into or intended to be entered into with each third party.

FROM:ASURINT 216 875 5001 05/17/2013 15:17 #648 P.012/014

By signing this request, I represent that I am authorized to do so on behalf of Requestor.

Gregg Gray
Signature

Gregg Gray
Printed Name

President
Title

May 30, 2013
Date

Indiana Supreme Court
Division of State Court Administration

USER AGREEMENT FOR THE USE OF BULK DATA FROM INDIANA ODYSSEY CASE MANAGEMENT SYSTEM

This Agreement is made and entered into by and between **_ONE SOURCE TECHNOLOGY_** and the Division of State Court Administration (hereafter referred to as "Division"):

RECITALS

WHEREAS, the Division has approved your Bulk Data request pursuant to Administrative Rule 9(F); and

WHEREAS, the Division has the software license and the rights and ownership to the Odyssey case management system for Indiana courts and clerks; and

WHEREAS, the Indiana Supreme Court has authorized the Division to release Odyssey records in bulk in an Order dated September 13, 2011, Case No. 94S00-1109-MS-552; and

WHEREAS, **_ONE SOURCE TECHNOLOGY_** has entered into the User Agreement for Bulk Distribution of Data with the Division for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provision of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

NOW, IN CONSIDERATION OF THE forgoing representations and covenant hereinafter set forth, the parties agree as follows:

1. **Authority.** The parties agree that this Agreement is specifically undertaken pursuant to the authority under Indiana Law to enter into binding Agreements.
2. **Service and Fees.**
   A. The Division will provide **_ONE SOURCE TECHNOLOGY_**the initial data extract pursuant to the Order.
   B. The Division will provide a monthly data extract thereafter on or before the tenth of each month.
   C. The Division will provide an invoice for each extract.
   D. Upon payment of the invoice, the extracted data will be made available via an SFTP account accessing client specific folders at SFTP.IN.Gov.
   E. All payments will be made by check and made payable to Division of State Court Administration with a notation indicating the invoice number and that payment is for Odyssey bulk records.
3. **Refreshing data**. Because the status of a case may change from time to time, all purchasers of bulk data must refresh all records with each new extract. This will ensure that cases that have been sealed or restricted since the last download are accurately reflected in the database.
4. **Disclaimer.** Information provided is not to be considered or used as an official court record and may contain errors or omissions. Accuracy of the information is not warranted. Official records of court proceedings may only be obtained directly from the clerk of the

court maintaining a particular record. If the record contains financial data, it may include interest that has accrued or other charges that have become due since the last financial transaction. The Clerk's office can provide current financial information.

5. **Compliance with Law.** Any party whose Bulk Data Agreement has been approved hereby agrees to comply with all federal and state laws that may be applicable to the use, sale, or transmission of the bulk data.

6. **Incorporation by reference.** All terms and conditions of the User Agreement for Bulk Distribution of Data or Compiled Information Not Excluded from Public Access entered into with the Division of State Court Administration are incorporated into this Agreement. **_ONE SOURCE TECHNOLOGY_**agrees to use and disseminate the Odyssey data provided under this agreement in the manner permitted by said User Agreement for Bulk Distribution of Data or Compiled Information Not Excluded from Public Access.

7. **Effective Date and Commencement of Terms.** This Agreement shall be effective and the terms set forth shall be deemed enforceable upon the signature and approval of all parties.

By: Lilia G. Judson Date: 8/8/13

Lilia G. Judson
Executive Director
Division of State Court Administration

By: Gregg Gay Date: August 21, 2013

Printed Name: Gregg Gay

Printed Title: President

ASURINT

Asurint Acct. # _____

Group Subscriber Agreement

THIS AGREEMENT ("***Agreement***") is made this _____ day of _____, 201___, by and between One Source Technology, LLC, a Delaware limited liability company, dba Asurint whose business address is 1501 Euclid Avenue, Suite 900, Cleveland, Ohio 44115 ("***Asurint***") and the customer identified below on behalf of itself and all of its subsidiaries, affiliates and/or member organizations each of which shall be deemed to be an original signatory to this Agreement (collectively the "**Customer**"). Asurint and Customer may herein be referred to jointly as "***parties***" and individually as a "***party***".

Customer Information			
Name (Exact Legal Name)		Type of Entity (individual, corporation, etc)	
Street Address	City	State	Zip Code
Telephone		Fax Number	
Contact Name		Email	
Federal Tax ID/SSN No.	State ID No.	Tax Exempt? ☐ Yes ☐ No	If yes, please attach a copy of exemption certificate

Whereas, Asurint has developed and designed an integrated system of employment background screening services; and

Whereas, Customer desires to engage Asurint to provide such services for itself and its subsidiaries, affiliates and/or member organizations.

NOW, THEREFORE, the parties agree as follows.

1. **Definitions**.

   a. "***Intellectual Property***" means patents and inventions and patentable matter, whether or not a patent has been issued with respect to such matter; trademarks and service marks, whether or not registered; copyrights and any work of authorship in which a copyright may subsist; technical data, know-how and other information that may be protected as a "trade secret" under the Uniform Trade Secrets Act as adopted in Ohio (Ohio Rev. Code § 1333.61); and applications and registrations for, and claims with respect to, any of the foregoing.

   b. "***Services***" means the employment background screening services provided to Customer by Asurint including the online services at Asurint's website located at www.asurint.com.

   c. "***Materials***" means the information, public records, data, databases, images and other content available through the Services whether printed or in machine-readable form.

d. "***User(s)***" means any of Customer's employees or agents who access Services or use the Materials.

2. **Services and Materials.** Customer authorizes Asurint to perform, and Asurint agrees to provide, the Services on Customer's behalf and, upon Customer's request, to monitor User sessions and activities. Customer acknowledges that the Services and Materials may be added to, withdrawn or restricted (collectively a "***change***") by Asurint upon notice to Customer. Continued use of the Services and Materials by Customer following notice constitutes acceptance of such change.

3. **Proprietary Rights of Asurint, License, and Scope of Use.**

   a. Asurint hereby grants Customer a nonexclusive, nontransferable, limited license to access and use the Services and Materials for Customer's business purposes only. Customer is hereby licensed to: (i) electronically display Materials retrieved from the Services to the number of individual Users specified within this Agreement's Pricing Schedule or who have been authorized by Asurint and provided unique personal Identification Numbers ("***ID***") from Asurint; and (ii) obtain printouts of Materials from any database, file or answer set via local printing to a printer or downloading to a local hard drive (collectively "***Authorized Printouts***").

   b. Asurint exclusively owns, or has been licensed by third parties to use, the Services and Materials. Nothing contained herein shall be construed as conferring upon Customer or any User any proprietary interest, license or right to any of Asurint's Intellectual Property except as explicitly set forth in this Agreement. All right, title and interest (including all Intellectual Property rights) in the Services and Materials belongs to Asurint or its third-party providers. Neither Customer nor any User shall remove, obscure or modify any copyright or other notice placed on any Materials or any document(s) that result from the Service.

   c. Distribution of Materials and use of Services is limited to those Users and employees and agents of Customer who are aware of the obligations imposed by this Agreement. Neither Customer nor any User may use the Services or Materials in any fashion that infringes on the copyrights or proprietary interests therein nor tamper with, alter or change any records or information obtained from the Services or contained in the Materials.

   d. Except for Customer's permitted business purposes, Customer is otherwise prohibited from selling, transferring, downloading, storing, reproducing, transmitting, displaying, publishing, copying, distributing, sublicensing or using Materials retrieved from the Services. Customer may not directly or indirectly compile, decompile, reverse-engineer, store, use the Services, or maintain Materials to develop its own source or database.

4. **Term and Termination.**

   a. This Agreement shall continue until terminated. Either party may terminate this Agreement within ninety (90) days following receipt of notice thereof from the other party or immediately without notice if the other party: (i)

terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

b. Asurint may terminate this Agreement at any time if Customer defaults in the payment of any fee(s) due hereunder or, without prior notification, terminate Customer's access to the Services or the Materials if Asurint is no longer authorized by a third party provider(s) to deliver the Materials, or if directed by a third party provider.

5. **Access To Services**.

a. Asurint will provide each of Customer's Users with a unique, confidential, sign-on identification ("***ID***") and password to enable the User to access the Services and Materials. Each such ID will be for the personal use of a single User only. Customer and its Users shall maintain the confidentiality of the ID. Customer shall not distribute or divulge an ID and/or related password to anyone except to its Users. Customer is responsible for all charges as they relate to the use and activity charged to its IDs. Asurint retains the right to change any ID and/or password at its discretion and notify Customer sufficiently in advance so as not to interfere with Customer's authorized continuous use of the Services. Access to Services must be discontinued for any User at the end of that User's employment with Customer. Customer shall be liable, and agrees to indemnify Asurint, for all fees, loss or damage caused by, or resulting from, the use of ID(s) by its Users. Customer agrees to immediately notify Asurint if a security breach occurs or if the Customer suspects that a security breach may have occurred.

b. To the extent the Services and Materials provided hereunder are accessed electronically, third-party software, sometimes called "spyware", can infect a User's computer and capture data without permission. Asurint is not responsible if any confidential data of Customer or its Users is compromised in this manner unless caused by Asurint. In order to protect its own data, Asurint reserves the right, without prior notice, to suspend access to any Asurint web application by any User whose computer is infected in this manner until the infection is removed.

6. **Fees.** Customer agrees to pay Asurint all fees invoiced for the Services and/or Materials within thirty (30) days of receipt of the invoice according to the pricing schedule attached hereto as **Schedule 1**. Fees are nonrefundable unless otherwise indicated in writing. Asurint may suspend, disrupt or terminate Customer's access to the Services, its account and any ID if payments to Asurint become past due. The Customer identified in the Customer Information on the first page of this Agreement shall be responsible for any such fees incurred by any of its subsidiaries, affiliates or member organizations.

7. **Warranty.**

a. Asurint agrees to protect, defend, indemnify and hold Customer harmless (and Customer's employees, directors, agents, customers,) from and against all claims, losses, costs, expenses, demands, fines, penalties and causes of

actions , (including reasonable attorney fees) arising from the negligence or misconduct of Asurint or its employees.

b. Customer warrants that it is authorized to enter into this Agreement and to bind its subsidiaries, affiliates and/or group members to the terms and conditions contained in this Agreement. Customer agrees to protect, defend, indemnify and hold Asurint harmless (and Asurint's employees, directors, agents, customers,) from and against all claims, losses, costs, expenses, demands, fines, penalties and causes of actions (including reasonable attorney fees) arising from the negligence or misconduct of Customer or any of its (or in the case of subsidiaries, affiliates and/or group members, their) employees.

c. Customer acknowledges and understands that information obtained from use of the Services and/or contained in Materials is obtained by Asurint from third party data providers including public records sources. Customer further acknowledges and understands that the Services and Materials are dependent upon search criteria established by Customer. Asurint assumes no responsibility for the accuracy or completeness of information obtained through the use of the Services or in the Materials, errors that occur in the conversion of data (unless caused by Asurint) or for Customer's use of the Services and Materials. Asurint shall not be liable to Customer for any loss or injury arising out of or caused in whole or in part by a third-party provider's acts or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Services or resulting from the search criteria used by Customer.

d. **ALL SERVICES AND MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS OF ACCURACY, TIMELINESS, CORRECTNESS OR COMPLETENESS. NEITHER ASURINT NOR ITS THIRD PARTY PROVIDERS MAKE ANY REPRESENTATIONS, COVENANTS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE SERVICES AND/OR MATERIALS EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IN RESPECT OF ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. NEITHER ASURINT NOR ITS THIRD PARTY PROVIDERS SHALL HAVE ANY LIABILITY FOR CONCLUSIONS CUSTOMER MAY REACH FROM USE OF THE SERVICES OR MATERIALS UNLESS SUCH CONCLUSION WAS BASED UPON NEGLIGENT (NON-DATA BASE) INFORMATION FROM ASURINT.**

8. **Limitation Of Liability.** Asurint shall not be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from: (a) errors or omissions in the Services or Materials unless directly and proximity caused by Asurint's intentional negligence or gross misconduct; (b) Customer's use of any equipment in connection with the Services; (c) the content provided through the Services or in the Materials; (d) any delay or failure in performance beyond the reasonable control of Asurint in which case, Customer can terminate this Agreement without 30 day notice; or (e) use of the content provided by the Services, Materials or

Authorized Printouts by an authorized individual, User, organization or other third parties. THE AGGREGATE LIABILITY OF ASURINT IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S ACTUAL DAMAGES. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES THAT CUSTOMER MAY HAVE. ASURINT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) WITH RESPECT TO THE SERVICES OR MATERIALS REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE OR IN ANY WAY DUE TO OR RESULTING FROM OR ARISING IN CONNECTION WITH THE SERVICES OR MATERIALS. Customer agrees to indemnify, defend and hold harmless Asurint and the third party providers from and against any and all claims, liabilities, judgments, penalties, losses, costs, damages and expenses, including reasonable attorneys' fees, of whatsoever kind or nature, arising by reason of, or in connection with, any intentional or negligent act by Customer under, or in violation of, this Agreement.

9. **FCRA, CRA and FMCSA.**

a. Customer agrees to abide by the terms of the "FCRA Notice" and "Customer Obligations When Reports Are Obtained For Employment Purposes" when it uses the Services or Materials for employment purposes, both of which are set forth in **Schedule 2**.

b. Customer acknowledges that certain states restrict information which may be reported by a consumer reporting agency ("***CRA***") with respect to criminal convictions. **Schedule 3** sets forth a current list of such state restrictions and Customer agrees to abide by the terms of such state restrictions in connection with Customer's use of the Services and Materials. Customer shall advise Asurint, as a CRA, of any background screening search requests for hiring in those states having such restrictions and request from Asurint a compliance package to ensure that no prohibited information is disclosed in any of the Services or Materials. Customer agrees to protect, defend, indemnify and hold Asurint harmless (and Asurint's employees, directors, agents, customers,) from and against all claims, losses, costs, expenses, demands, fines, penalties and causes of actions (including third party claims and reasonable attorney fees) arising from Customer's failure to advise Asurint of hiring in states having such restrictions or failing to request a proper compliance package.

c. The Federal Motor Carrier Safety Administration ("***FMCSA***") regulates the trucking industry in the United States. In connection with certain applications for employment, Customer may seek to obtain one or more reports regarding driving and safety inspection history from the FMCSA. If Customer uses any information it obtains from FMCSA in a decision to not hire or to make any other adverse employment decision, Customer must provide the prospective employee with a copy of the report upon which its decisions was based and a written summary of such employee's rights under the Fair Credit Reporting Act before taking any final adverse action. Customer may not obtain background reports from the FMCSA unless the prospective employee consents in writing by signing the form attached hereto as **Schedule 4**.

10. **Records and Audit.** Customer shall keep accurate records and accounts of Services provided hereunder in accordance with standard business and accounting practices. From time to time, not to exceed two (2) times per year, and upon at least ten (10) days prior written notice, Asurint shall have the right to audit, at its expense and during Customer's normal business hours and with Customer's reasonable cooperation, the books and records of Customer relating to the performance of this Agreement to confirm compliance with the terms of this Agreement.

11. **Notices.** All notices hereunder shall be in writing and shall be deemed to have properly been given when delivered in person to the party, or when deposited in the United States mail, postage prepaid and properly addressed to the party at the addresses set forth on the first page of this Agreement, unless written notice of change of address shall have been received prior thereto.

12. **Assignment.** Customer may not assign its rights or delegate its duties under this Agreement without the prior written consent of Asurint which consent shall not be unreasonably withheld.

13. **Relationship of the Parties.** The parties will perform their obligations hereunder as independent contractors. Nothing contained in this Agreement will be deemed to create any association, partnership, joint venture, or relationship of principal and agent. The parties will perform their obligations hereunder in a professional and businesslike manner.

14. **Non-solicitation.** Each party agrees that it shall not hire or solicit for employment the employees of the other party during the term of this Agreement or for a period of one (1) year after the termination of this Agreement, without the written consent of the other party.

15. **Entire Agreement and Amendments.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The provisions of this Agreement shall constitute the entire agreement between the parties and supersedes any and all previous and contemporaneous written and oral agreements and communications relating to the subject matter hereto. This Agreement may be modified only by written agreement, signed by the parties.

16. **Waiver.** Any waiver of a party of a breach of this Agreement shall not operate as or be construed to be a waiver of any other provision of this Agreement. The failure of a party to insist upon adherence to any term of this Agreement on one or more occasions shall not be considered a waiver and shall not deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of a provision of this Agreement must be in writing fully executed by both of the parties hereto.

17. **No Breach or Violation.** Each party warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result, directly or indirectly, in a breach of: (a) any term, condition or provision of or constitute a default under its certificate of incorporation or by laws of such party, or any contract, other agreement or instrument to which the party is a party or by which the party is bound or affected; or (b) any law, statute or regulation or any injunction, order, award,

judgment, decree of any government agency or authority or court to which the party or its assets are subject. Each party warrants that it has the financial capacity to perform and continue to perform its obligations under this Agreement. No legal proceedings have been threatened or brought against a party that could threaten performance of this Agreement and entering into this Agreement is not prohibited by any contract, applicable law, governmental regulation, or order by any court of competent jurisdiction.

18. **Governing Law.** The Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without reference to or inclusion of the principles of choice of law or conflicts of law of that jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of the Agreement must be brought solely and exclusively in the United States District Court for the Northern District of Ohio or in the state courts of the State of Ohio, Cuyahoga County, and irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts *in personam*, generally and unconditionally with respect to any action, suit or proceeding in any way arising out of the Agreement brought by it or against it by the other party. Each party hereto further irrevocably consents to the service of process from any of the aforesaid courts by mailing copies thereof by registered or certified mail, postage prepaid, to its address designated pursuant to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.	
One Source Technology, LLC dba Asurint	**Customer on behalf of itself and all of its subsidiaries, affiliates and/or member organizations**
By:	By:
Printed Name.	Printed Name:
Title:	Title:
Date:	Date:

SCHEDULE 1
ASURINT'S PRICING SCHEDULE

SCHEDULE 2

FCRA NOTICE

The Customer shall ensure that they obtain a signed authorization and release from the subject of their search PRIOR to running a search, if the search is for employment, housing or other purpose covered by the FCRA. Customer agrees to keep copies of these releases and to provide copies of all signed releases to Asurint on a monthly basis or as requested by Asurint. All such copies shall be provided to Asurint at its principal place of business: 1501 Euclid Avenue, Suite #900, Cleveland, OH 44115.

Customer certifies that it will request, receive and use the Services and the materials in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to, the Fair Credit Reporting Act ("FCRA") and its state equivalents, the Driver's Privacy Protection Act 18 U.S.C. §2721 et seq., ("DPPA") and its state equivalents, the Gramm-Leach-Bliley Act ("GLB") and its state equivalents, and including any changes, supplements or amendments to such statutes, rules, codes and regulations as well as any case law interpreting such statutes, rules, codes and regulations (collectively referred to herein as "The Laws"). Customer accepts the responsibility of understanding and for staying current with all applicable laws, specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "Specific State Forms") applicable to Services or Materials. Customer hereby certifies that it has filed all applicable Specific State Forms required by individual states and that Customer agrees that if it receives Services or materials from a State requiring a state form, it will execute a copy of the appropriate State agreements and return to Asurint.

Customer Obligations When Reports Are Obtained For Employment Purposes

In ordering a consumer report for employment purposes, Customer certifies that it will:

a. 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.
b. Obtain prior written authorization from the consumer.
c. Not use the information 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.
d. Before taking an adverse action, and at other times as required by state law, provide a copy of the report to the consumer as well as the summary of the consumer's rights.

SCHEDULE 3

CRA REPORTING TABLE

EEOC/FEDERAL	EXCEPTION - CONVICTIONS
No consumer reporting agency may make any consumer report containing: any other adverse item of information, other than records of convictions of crimes which antedates the report by more than seven years.	No information, other than convictions, that are > 7 yrs. Unless position pays more than
STATES	**EXCEPTION - CONVICTIONS**
Colorado	7 years reporting only unless individual makes =/> 75K
Kansas	7 years reporting back unless applicant earns =/> 20K
Maryland	7 years reporting back unless applicant earns =/> 20K
Massachusetts	7 years reporting back unless applicant earns =/> 20K
New Hampshire	7 years reporting back unless applicant earns =/> 20K
New York	7 years reporting back unless applicant earns =/> 25K
Texas	7 years reporting back unless applicant earns =/> 75K
Washington	7 years reporting back unless applicant earns =/> 20K

ASURINT

Asurint Acct. # _____

SCHEDULE 4

IMPORTANT NOTICE REGARDING BACKGROUND REPORTS FROM THE PSP *ONLINE SERVICE*

1. In connection with your application for employment with _____ ("Prospective Employer"), it may obtain one or more reports regarding your driving and safety inspection history from the Federal Motor Carrier Safety Administration (FMCSA). If the Prospective Employer uses any information it obtains from FMCSA in a decision to not hire you or to make any other adverse employment decision regarding you, the Prospective Employer will provide you with a copy of the report upon which its decisions was based and a written summary of your rights under the Fair Credit Reporting Act before taking any final adverse action. If any final adverse action is taken against you based upon your driving history or safety report, the Prospective Employer will notify you that the action has been taken and that the action was based in part or in whole on this report. The Prospective Employer cannot obtain background reports from the FMCSA unless you consent in writing. If you agree that the Prospective Employer may obtain such background reports, please read the following and sign below:

2. **I authorize_____ ("Prospective Employer") to access the FMCSA Pre-Employment Screening Program (PSP) system to seek information regarding my commercial driving safety record and information regarding my safety inspection history. I understand that I am consenting to the release of safety performance information including crash data from the previous (5) years and inspection history from the previous three (3) years. I understand and acknowledge that this release of information may assist the Prospective Employer to make a determination regarding my suitability as an employee.**

3. I further understand that neither the Prospective Employer nor the FMCSA contractor supplying the crash and safety information has the capacity to correct any safety data that appears to be incorrect. I understand I may challenge the accuracy of the data by submitting a request to https://dataqs.fmcsa.dot.gov. If I am challenging crash or inspection information reported by the DataQs system to the appropriate State for adjudication.

4. Please note: Any crash or inspection in which you were involved will display on your PSP report. Since the PSP report does not report, or assign, or imply fault, it will include all Commercial Motor Vehicle (CMV) crashes where you were a driver or co-driver and where those crashes were reported to FMCSA, regardless of fault. Similarly, all inspections, with or without violations, appear on the PSP report. State citations associated with the FMCSR violations that have been adjudicated by a court of law will also appear, and remain, on a PSP report.

I have read the above Notice Regarding Background Reports provided to me by Prospective Employer and I understand that if I sign this consent form, Prospective Employer may obtain a report of my crash and inspection history. I hereby authorize Prospective Employer and its employees, authorized agents, and/or affiliates to obtain the information authorized above.

Date: _____ _____

Signature

_____

Name (Please Print)

Para información en español, visite www.consumerfinance.gove/learnmore or escribe a la Consumer Financial Protection Bureau, 1700 G. Street N. W., Washington, DC 20552

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.consumefinance.gov/learnmore or write to Consumer Financial Protection Bureau, 1700 G Street, N. W. Washington, DC 20006.**

- **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:
  - A Person has taken adverse action against you because of information in your credit report:
  - You are a victim of identity theft and place a fraud alert in your file:
  - Your files contain inaccurate information as a result of fraud:
  - You are on public assistance:
  - You are unemployed but expect to apply for employment within 60days:

  In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore 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 use 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.consumerfinance.gov/learnmore 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.consumerfinance.gov/learnmore.

- **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 1-888-567-8688.

- **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 the state of federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce 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 Attorney General. For Information about your federal rights, contact:

Type of Business	Contact
1.a. Banks, savings associations, and credit unions with total assets of over $10 billion and their affiliates **b.** Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	**a.** Bureau of Consumer Financial Protection 1700 G St. NW, Washington DC 20006 **b.** Federal Trade Commission: Consumer Response Center FCRA, Washington, DC 20580 (877)382-4357
2. To the extent no included in item 1 above: **a.** National banks, federal savings associations, and federal branches and federal agencies of foreign banks **b.** State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 25A of the Federal Reserve Act **c.** Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations **d.** Federal Credit Unions	**a.** Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney St., Suite 3450, Houston, TX 77010-9050 **b**, Federal Reserve Consumer Help Center, P.O. Box 1200, Minneapolis, MN 55480 **c.** FDIC Consumer Response Center, 1100 Walnut St., Box #11, Kansas City, MI 64106 **d.** National Credit Union Administration, Office of Consumer Protection (OCP), Division of Consumer Compliance and Outreach (DCCO), 1775 Duke St., Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement and Proceedings, Department of Transportation, 400 Seventh St. SW, Washington DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board, Department of Transportation, 1925 K St. NW, Washington DC 20423
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration Area Supervisor
6. small Business Investment Companies	Associate Deputy Administrator for Capital Access, United States Small Business Administration, 406 Third St. SW, 8th Floor, Washington DC 20416
7. Brokers and Dealers	Securities and Exchange Commission,100 F St. NE, Washington DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks and Production Credit Associations	Farm Credit Administration, 1501 Farm Credit Drive, McLean VA 22102-5090
9. Retailers, Finance Companies, and all other creditors not listed above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington DC 20580 (877)382-4357

RECEIVED
AUG 28 2013
DIVISION OF
STATE COURT ADMINISTRATION