



## Client Service Agreement

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In consideration of Pinnacle Investigations Corp. agreeing to provide investigative services, and for the promise of payment to Pinnacle Investigations Corp. as set forth herein, the following terms and conditions are hereby agreed by and between Pinnacle Investigations Corp. hereinafter referred to as **Pinnacle and** \_\_\_\_\_, the entity contracting with Pinnacle (hereinafter referred to as "Client"). This agreement is hereinafter referred to as the "Contract".

- 1) Payments for Services. The Client agrees to pay Pinnacle for its services and those of its employees at the rates set forth in any accompanying *Pre-Employment Package Price List* and *Element Price List*. Prices are subject to change with thirty (30) days notice. Payment will be made by company check, cashier check, or credit card.
- 2) Court Access Fees and Third Party Verifier Fees. The Client agrees to pay Pinnacle for all Court Access Fees and Third Party Verifier Fees incurred during the course of the investigation.

**Payment terms are Net 20**, unless otherwise agreed upon in writing. The Client agrees to pay all bills for service at agreed upon rates. Pinnacle shall issue an invoice at the time such services are rendered, due and payable within twenty (20) days of receipt of invoice, with a 1-1/2% per month finance charge for payments made past that date. Such nonpayment may result in the termination of Client's access privileges and suspension of Pinnacle's obligation to perform any further services. Services are subject to Washington State sales tax, where applicable. Client shall be responsible for all costs of collection, including reasonable attorney fees and court costs.

- 3) Guarantee of Results. The Client acknowledges that Pinnacle does not guarantee results from its investigative efforts. Pinnacle will use its best efforts and all resources readily available on behalf of the Client, but we are limited to the accuracy of the information collected and make no warranties or representations of the accuracy of the information it provides. Pinnacle maintains strict operating procedures to ensure maximum possible accuracy in the reporting of public records and maintains a clear and conspicuous Reinvestigation Procedure in the event of disputed accuracy by the consumer.

- 4) Compliance with Laws and Regulations. The parties agree that in connection with the investigation or consultation for which Pinnacle is retained by this Contract, Pinnacle and Client will at all times comply with the laws and regulations of the United States, the State of Washington, and any jurisdiction in which Pinnacle is performing services on Client's behalf, and that the information provided by Pinnacle is intended solely for the furtherance of legitimate and lawful pursuits. Pinnacle strictly adheres to the Gramm-Leach-Bliley Act and the Fair Credit Reporting Act. Pinnacle and its employees use a combination of public records to obtain all information within federal and state guidelines. Client agrees to hold Pinnacle harmless in regards to any legal issues that may occur after the final report is issued to the Client, due to Client's failure to comply with the terms of this section or its misuse of the information contained in the final report, but specifically excluding any legal issues that arise due to the negligence of Pinnacle in performing its obligations under this Contract.

- 5) Fair Credit Reporting Act. Pinnacle is a Consumer Reporting Agency (CRA) and is regulated by the Fair Credit Reporting Act (FCRA). Client agrees to comply with end-user responsibilities set forth in the End-User Agreement provided by Pinnacle regarding Disclosure & Authorization, Permissible Purpose for requesting a background report, and compliance with Adverse Action Procedures. Any violations could result in suspension or termination of services. Client is responsible for consulting with Legal Counsel regarding their responsibilities under the FCRA, Federal and Applicable State Laws regarding the use of background checks in the employment and hiring process. Additional agreements and requirements will be required if credit reports are sought.

- 6) Confidentiality of Information. All Personally Identifiable Information (PII) of consumers is considered confidential and will not be sold or distributed to any individual, corporation or organization. Information provided will be used exclusively for the background process and will not be utilized for any other purposes. If required by law, Pinnacle will comply with law enforcement inquiries for information that is requested by legal authorities. Pinnacle's complete Privacy Notice is posted on our website and available upon request.

- 7) Standard of Care. Pinnacle shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all reports and other services prepared or performed pursuant to this Contract. Pinnacle shall perform its work to conform to generally accepted professional standards applicable to the types of services and work provided hereunder. Pinnacle shall be responsible for the professional standards, performance and actions of all persons and firms performing work pursuant to this



Contract. Pinnacle shall, without additional compensation, correct or revise any errors, omissions or specific breaches of a contractual obligation in such reports and other services. Client's approval of reports and other materials shall not relieve Pinnacle of responsibility for the adequacy or accuracy thereof. Pinnacle shall remain liable for damages and costs incurred by the Client arising from Pinnacle's errors, omissions or negligent performance of services furnished under this Contract

8) Indemnification. The Client agrees to indemnify, protect and hold harmless Pinnacle for any losses and expenses that Pinnacle may incur or become liable as a result of the willful or negligent acts or omissions of the Client in performing its obligations under this Contract. Pinnacle agrees to indemnify, protect and hold harmless, Client for any losses or expenses that Client may incur or become liable as a result of the willful or negligent acts or omissions of Pinnacle in performing its obligations under this Contract.

9) Limitation on Liability. Neither party will be liable for special, indirect, or consequential damages arising out of or in connection with this Contract, whether based on contract, tort, including negligence or otherwise.

10) Dispute Resolution Through Binding Arbitration. Except that either party may seek any appropriate action (such as injunctive, equitable, or similar relief of a court order, with or without penalties, to comply with the terms of this Contract) from a court to prevent or mitigate a breach or a further breach, as the case may be, of this Contract, all disputes, controversies, or claims arising out of or in relation to this Contract shall be finally settled under the rules of the American Arbitration Association. The place of arbitration will be determined and agreed on by both parties. The cost of the American Arbitration Association will be divided equally between the Client and Pinnacle.

11) Information is proprietary. All educational materials provided by Pinnacle to the Client remains the exclusive property of Pinnacle for use by the Client, and are not to be redistributed without prior permission.

12) Applicable Laws. This Contract and any disputes, civil actions or other proceedings shall be governed by the laws of the State of Washington and the arbitration provisions set forth in Section 9 above.

13) Forum Selection. Any suit relating to or to enforce this Contract, including the enforcement of any arbitration award, shall be brought in Whatcom County Superior Court, Whatcom County, Washington.

14) Severability. In the event that a term or condition of this Contract is held to be invalid or unenforceable, the remainder of the remaining terms of the Contract shall remain in full force and effect.

15) Assignment. Pinnacle shall not assign, or transfer any interest in this Contract in whole or in part to any individual, firm or corporation without the prior written consent of the Client. Subject to the provisions of the preceding sentence, this Contract shall be binding upon and inure to the benefit of the respective successors and assigns of Pinnacle. This Contract is made only for the benefit of the Client and Pinnacle and successors in interest and no third party or person shall have any rights hereunder whether by agency or as a third-party beneficiary.

16) Waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Contract.

17) Attorney's Fees. In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Agreement, the prevailing party in such action shall be entitled to all costs, including attorneys' fees, expert witness fees and costs and any such fees or costs incurred on appeal.

18) Termination. This Contract is not intended as a contract to require the use of Pinnacle's services. If Client wishes to terminate services at any time, it can do so by discontinuing requests for background investigations.

19) Contract Represents Entire Agreement. This Contract constitutes the entirety of the agreement between Client and Pinnacle Investigations. This Contract supersedes any previous oral or written communications. This Contract may not be modified or amended except in writing and mutually agreed upon by both parties.



20) Counterparts. This Agreement may be executed in counterparts and each shall be deemed an original, but all of which together shall constitute a single instrument.

**I HAVE READ THIS CONTRACT IN ITS ENTIRETY, UNDERSTAND THE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THOSE TERMS AND CONDITIONS.**

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

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

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

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

Name & Title: \_\_\_\_\_

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



## End-User Agreement & Certification from Employer to Consumer Reporting Agency

In compliance with the Fair Credit Reporting Act (the “Act”) and applicable state law, Employer hereby certifies to Pinnacle Investigations that it will comply with the following provisions.

Employer certifies that prior to obtaining or causing a “consumer report” and/or an “investigative consumer report” to be obtained for employment purposes:

1. A clear and conspicuous disclosure, **in a document consisting solely of the disclosure**, will be made in writing to the consumer. The disclosure will explain that a consumer report and/or an investigative consumer report may be obtained for employment purposes, and will be presented to the consumer before the report is procured or caused to be procured. The disclosure will satisfy all requirements identified in Section 606(a)(1) of the Act.
2. The consumer will have authorized, in writing, the obtaining of the report by Employer.

Should the consumer make a written request within a reasonable amount of time, Employer 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. The name and address of the outside agency to whom requests for any of these reports has been made.

This information will be provided no later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

If any adverse employment decision is made (hiring, promotion, reassignment, termination, etc.) in whole or in part on the basis of the report, Employer will provide to the applicant or employee:

1. A copy of the report;
2. A description, in writing, of the rights of the consumer entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act.”
3. Pre-Adverse and Adverse Action letters as required by the Fair Credit Reporting Act

The information from the report will not be used in violation of any applicable federal or state equal employment opportunity laws or regulations.

**California Employers Only:** In compliance with applicable provisions of California state law, Employer certifies the following: Employer has made all disclosures required by California Civil Code section 1786.16(a) and will comply with all the requirements of California Civil Code section 1786.16(b).

1. *[If a copy of the report will be provided to the consumer directly by the employer, include the following:* If an investigative consumer report is requested for reasons other than suspicion of wrongdoing or misconduct by the consumer, then Employer will provide the consumer with a copy of the report, as required by California Civil Code section 1786.16] *[If a copy of the report will be provided to the consumer by the consumer reporting agency, include the following:* If an investigative consumer report is requested and the consumer checked the box on the authorization form signifying s/he

wants a copy of the investigative consumer report when and if s/he is entitled to one under California law, then Employer hereby requests that a copy of the report be sent to the subject of the report **unless** the report is requested in connection with an investigation based upon suspicion of wrongdoing or misconduct by the consumer **and Employer has notified you that a copy should not be provided to the consumer**, in accordance with California Civil Code section 1786.16]



2. If a credit report is requested, and if the consumer checked the box on the authorization from signifying s/he wants a copy of the credit report, then the Company hereby requests that a copy of the credit report be sent to the subject of the report, in accordance with California Civil Code section 1785.20.5

Section 604 of the FCRA states any consumer reporting agency may furnish a consumer report under the following circumstances and no other:

1. In response to the order of a court having jurisdiction to issue such an order, or a subpoena issued in connection with proceedings before a Federal grand jury.
2. In accordance with the written instructions of the consumer to whom it relates.
3. To a person which it has reason to believe:
  - a. Intends to use the information in connection with a credit transaction involving the consumer on who the information is be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; or
  - b. Intends to use the information for employment purposes; or
  - c. Intends to use the information in connection with the underwriting of insurance involving the consumer; or
  - d. Intends to use the information in connection with a determination of the 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; or
  - e. Intends to use the information, as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; or
4. Otherwise has a legitimate business need for the information
  - a. In connection with a business transaction that is initiated by the consumer; or
  - b. To review an account to determine whether the consumer continues to meet the terms of the account.

The FCRA provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, or imprisoned not more than two years, or both. Please fill out the section below to confirm your permissible purpose and acknowledge receipt of the Notice of Users to Consumer Reports.

Permissible Purpose: \_\_\_\_\_ Employment Purposes \_\_\_\_\_

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

Your Name & Title \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).**

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

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

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

### **I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

#### **A. Users Must Have a Permissible Purpose**

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

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

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

#### **B. Users Must Provide Certifications**

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

#### **C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and



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

### **1. Adverse Actions Based on Information Obtained From a CRA**

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

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

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

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

### **3. Adverse Actions Based on Information Obtained From Affiliates**

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

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

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

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

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).



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

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

## **II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

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

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

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

### **A. Employment Other Than in the Trucking Industry**

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

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

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

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

### **B. Employment in the Trucking Industry**

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

## **IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED**

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





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

#### **V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

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

#### **VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations) the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

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

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

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

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.