



SALES AGENT END-USER AGREEMENT

This Agreement ("Agreement") is dated and is effective as of __ ____, 20__ and is made between Equifax Information Services LLC ("Equifax") and ____ ("Client") so that Client may acquire:

1) Equifax Credit Prescreen Services, a service in which a list of consumer names will be processed against an Equifax database, or a list or lists may be generated from the Equifax consumer credit information database pursuant to custom criteria or using Equifax pre-programmed prescreen services;

2) Beaconsm, a credit scoring service based on a model developed by Fair, Isaac and Equifax that ranks consumers in the Equifax consumer credit database relative to other consumers in the database with respect to the likelihood of those consumers paying their accounts as agreed.

(The Equifax Credit Prescreen Services, and Beaconsm are hereinafter referred to as the "Information Services") through, ____ an independent third party ("Sales Agent") pursuant to a separate agreement between Sales Agent and Client. Equifax and Client agree as follows:

I. GENERAL AGREEMENT

1. Scope of Agreement. This Agreement applies to the Information Services provided by Equifax to Sales Agent for Client's use. This Agreement specifically supersedes and replaces any agreement between the parties that relates to the Information Services.

2. Equifax Obligations. Equifax will provide the Information Services, as available, to Sales Agent, for Client's use, during the term of this Agreement.

3. FCRA Certifications. Client certifies that it will order Information Services that are consumer reports, as defined by the Federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended (the "FCRA") only when Client intends to use the consumer report: (a) in accordance with the FCRA and all state law FCRA counterparts, and (b) for the following FCRA permissible purposes: to make a firm offer of credit or insurance to all individuals on the final prescreen list. Client will use each consumer report ordered from Equifax or Sales Agent for the foregoing purpose and for no other.

California Law Certification:

Client will refer to Exhibit A of the Agreement in making the following certification, and Client agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act, as referenced in Exhibit A:

(PLEASE CHECK THE APPROPRIATE LINE BELOW)

Client certifies that it ____ IS or ____ IS NOT a "retail seller", as defined in Section 1802.3 of the California Civil Code and referenced in Exhibit A of the Agreement, and ____ DOES or ____ DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

4. Access. Client will be responsible for providing and installing all hardware and software at its facilities necessary to access the Information Services.

5. License of Information. Equifax grants a non-exclusive license to Client to use the information provided through the Information Services only as described in this Agreement. Client may reproduce or store the information obtained from Equifax, through Sales Agent, solely for its own use in accordance with this Agreement, and will hold all information licensed under this Agreement in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Client first obtains Equifax's written consent; provided, however, that Client may discuss information in a consumer report with the subject of that consumer report when Client has taken adverse action against the subject based on the consumer report. Client will not provide a copy of the consumer report to the consumer, except as may be required or permitted by law or approved in writing by Equifax, except in any state where this contractual prohibition would be invalid. Client will refer the consumer to Equifax whenever the consumer disputes information in a consumer report disclosed by Client. Client will not interpret the failure of Equifax to return information regarding the consumer's eligibility for a credit service as a statement regarding that consumer's credit worthiness, because that failure may result from one or more factors unrelated to credit worthiness.

6. Compliance with Laws. Client will comply with the provisions of the FCRA, the Federal Equal Credit Opportunity Act, as amended (the "ECOA"), all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to the consumer.

7. Audits - Equifax may, from time to time, conduct various audits of Client's practices and procedures to determine Client's compliance with this Agreement. Client will reasonably cooperate in all those audits. Equifax may conduct on-site audits of Client's facilities during normal business hours, and upon reasonable notice. In addition, Equifax may conduct audits by mail that may require Client to provide documentation (a) regarding permissible purposes for particular consumer reports ordered by Client and/or (b) Client's compliance with the requirement to destroy Equifax's Project Data.

8. Data Attributes - Client may, through Sales Agent, obtain certain additional items of information regarding consumers as agreed between the parties on a project-by-project basis in connection with Information Services. If Data Attributes are delivered by Sales Agent to Client's processor in connection with credit prescreening services, Client agrees not to identify the meaning of the Data Attributes to that processor.

9. Client Certifications - If the Information Services ordered by Client consist of prescreen services, Client certifies that it has a present intention to grant credit to all individuals on any final prescreen list for its prescreen programs, and that each individual on the prescreen list, after all prescreen processing has taken place, will be made a firm offer of credit or insurance (as that term is defined in the FCRA). Provided Client is in compliance with the FCRA, that offer may be conditioned on the consumer continuing to meet any applicable criteria bearing on creditworthiness, or if applicable, being able to furnish any required collateral, provided it was established before selection of the consumer for the offer of credit or insurance, Client warrants that at no other time will Client take adverse action, as defined in the ECOA, with respect to any applicant on the basis of any prescreen services. Client agrees that it will use the prescreen services solely in connection with its prescreen program(s).

10. Prescreen Inquiries - Equifax will maintain prescreen inquiries on consumer files for 12 months. Client, through Sales Agent, will maintain on file for three (3) years the selection criteria, along with other criteria used to determine creditworthiness, and any collateral requested as a condition of the offer.

11. Verification Reports - Client may request full credit reports after a prescreen program on those consumers who accept Client's offer of credit or insurance. Those back end reports may be used to verify (1) that the

consumer continues to meet the specific criteria used to initially select the consumer for the offer; or (2) the information in the consumer's application for the credit or insurance, to determine that the consumer meets the specific criteria bearing on creditworthiness or insurability.

12. Net Prescreen Name Counts - Client, through Sales Agent, agrees that it will submit to Equifax net counts on the number of names to which Client made prepared offers of credit in connection with a prescreen program within ninety (90) days after the date Equifax shipped the list of names to Client or Client's processor.

13. Re-Use of Names - Client may re-use names provided by Equifax in a prescreen program solely to make follow up mailings or contacts with the consumers in connection with the same firm offer of credit or insurance originally made to the consumer, and for no other purpose. Client will provide Equifax with a tape of names re-used, each time they are re-used, to post a Promotional Inquiry, unless the re-use is only a follow-up to the original offer. Re-use of names may result in additional charges based on the time frame names are used.

14. Third-Party Processors - Client must notify Equifax, through Sales Agent, if Client desires to use third party processors in connection with any prescreen program. Equifax will cause each third party processor to execute Equifax's standard third party agency agreement, or a similar agreement acceptable in form and substance to Equifax, before Equifax, through Sales Agent, will provide any lists or information to that third party processor. Equifax will not be liable for any actions or inactions of the third party processor in connection with the prescreen program.

15. Social Security Numbers - Equifax is prohibited by law from providing complete Social Security numbers in connection with a prescreen program. Pursuant to industry practices, Equifax will truncate one digit of each Social Security number returned to Client, through Sales Agent, and Client understands and agrees that those numbers will only be used internally for identification purposes in connection with solicitation respondents. Client will not allow the numbers to show on the mailing face of the offer, nor will Client use them in the solicitation materials.

16. List Monitor Methods - In connection with any credit prescreen program, any list of approved names may contain decoy names. Client will not, and will not permit a third party processor, to remove the decoy names except in the normal course of eliminating names.

17. Additional Terms for Prescreen Services - The parties acknowledge that they have not addressed in this Agreement all of the terms and conditions that will apply to use of the Prescreen Services. The parties agree that prior to use of any Prescreen Services, the parties will agree on the additional terms and conditions and will record those agreements in writing on a program-by-program basis. Any terms in those subsequent writings that conflict with the terms and conditions of this Agreement will apply only to the specific program for which that writing was made, unless that writing expressly provides that its conflicting terms govern over the conflicting terms in this Agreement. All documents related to Prescreen Services programs must be executed by both parties to be enforceable.

18. Volume Commitment. - Client's volume commitment is listed in **Exhibit C**.

II. REPORTING OF ACCOUNT INFORMATION

1. When Client agrees to provide its account information in connection with its receipt of Information Services, or when required as a condition of receiving a particular type of Information Service ordered by Client, Client will prepare and deliver to Equifax, each month and at Client's expense, its most current account information (the "Information"), in a mutually agreeable form and medium, on consumers that have credit accounts with Client. At its expense, Equifax will incorporate the Information into Equifax's computerized credit reporting system, and will promptly return destroy the media and the information contained therein. Information so incorporated will become the property of Equifax to the extent necessary for Equifax to engage in the business of providing consumer reports and other products and services (including but not limited to list editing, list extracting and model building services for risk control, and for the purpose of Equifax's consumer relations obligations); provided, however, Equifax will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. ("GLB") and the implementing regulations issued thereunder and will not use or disclose any Information that Client furnishes to Equifax on Client's consumers or customers other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations.. Information so incorporated will cease to be the property of Client and will become the property of Equifax. Client will notify Equifax immediately upon learning that information supplied is inaccurate or misleading. Client will provide Equifax with any corrections or additional information necessary to make the Information supplied complete and accurate and will implement procedures to avoid re-reporting

information that is inaccurate. Client may be liable under state or federal law if Information furnished is false or furnished with malice or willful intent to injure the consumer or with conscious indifference to potential inaccuracies.

2. If Client is a mortgage broker and does not contribute its own credit information to the Equifax database, then all of the lenders to whom Client sells its loans must report their credit information to Equifax. Client must furnish to Equifax a list of each of such lender, and provide sufficient updates so that the list remains accurate and complete. The initial list of such lenders is set forth on Exhibit B.

III. TERM AND TERMINATION

1. This Agreement will terminate (a) upon written agreement of the parties; (b) upon termination of the agreement between Equifax and Sales Agent with respect to the provision of the Information Services by Equifax to Sales Agent; (c) upon written notice in the event that Client ceases to conduct business in a normal course, becomes insolvent, or becomes subject to any proceeding under the Federal Bankruptcy Code of 1978, as amended, or any similar state insolvency or bankruptcy statutes; or (d) as otherwise provided in this Agreement. In addition, if either party materially breaches this Agreement, the non-breaching party may terminate this Agreement after providing written notice of the breach to the breaching party with thirty (30) days opportunity to cure. Equifax may, in its own discretion, suspend services during any cure period. Equifax may, by written notice to Client, immediately terminate this Agreement or suspend the Information services based on a reasonable belief that Client has violated the FCRA, the ECOA, any of the state law counterparts to the FCRA or ECOA, or any other applicable law or regulation.

2. Notwithstanding anything to the contrary in this Agreement, if the continued provision of all or any portion of the Information Services becomes impossible, impractical, or undesirable due to a change in applicable federal, state or local laws or regulations, as determined by Equifax in its reasonable judgment, Equifax may cease to provide the affected services within, or pertaining to persons residing within, the affected jurisdiction. Equifax will attempt to provide written notice of its actions as far in advance of the effective date as is reasonably possible under the circumstances.

3. The obligations of Sections III, IV and all other indemnification, defense and hold harmless obligations will survive the termination of this Agreement.

IV. WARRANTY, INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Client and Equifax recognize that every business decision represents an assumption of risk and that neither party, in furnishing Information or the Information Services, underwrites or assumes the other's risk in any manner. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, OR ANY AMENDMENT, NEITHER PARTY GUARANTEES OR WARRANTS THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION OR SERVICES. NEITHER PARTY, NOR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AFFILIATED COMPANIES OR AFFILIATED CREDIT BUREAUS ("AFFILIATED PERSONS AND ENTITIES") WILL BE LIABLE TO THE OTHER FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, THEIR ACTS OR OMISSIONS, EVEN IF NEGLIGENT, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, PROCESSING, REPORTING OR TRANSMITTING ANY INFORMATION, OR THE INFORMATION SERVICES. Client recognizes that accessing the consumer credit database with additional or different identification information on a consumer, or at a different time from a prior request for information, may result in file content different from that on the date of the original access. CLIENT WILL INDEMNIFY AND HOLD HARMLESS EQUIFAX AND ITS AFFILIATED PERSONS AND ENTITIES FROM AND AGAINST ANY DIRECT AND ACTUAL LOSS, COST, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) RESULTING FROM CLIENT'S BREACH OF SECTIONS I.3., I.5, I.6 OR IV OF THIS AGREEMENT.

2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING ANY AND ALL FUTURE AMENDMENTS, NEITHER PARTY, NOR ANY OF ITS AFFILIATED PERSONS AND ENTITIES, WILL BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS.

V. CONFIDENTIALITY

Client agrees to hold in strict confidence all consumer report information received through the Information

Services provided by Equifax to Sales Agent, for Client's use, except as provided in Section I.5.

VI. DESTRUCTION OF DATA

Client may retain a copy of the Equifax Information Services provided to it by Equifax ("Project Data ") for a period not to exceed **sixty (60) days** from the date the applicable project is completed unless otherwise approved in writing by Equifax. Client will establish the necessary procedures to purge the Project Data from its system in accordance with procedures specified in this Section VIB and maintain a record of the destroyed Equifax Project Data files. Client will use commercially reasonable efforts to assure data security when disposing of any consumer report information or record obtained from Equifax. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Client's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information of records.

VII. MISCELLANEOUS

1. Assignment. - Equifax may assign this Agreement or any rights or obligations under this Agreement to an entity that is controlled by, controls or is under common control with Equifax. Otherwise, neither this Agreement, nor any rights or obligations under it may be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld. Any merger, consolidation, or other reorganization of Client, the sale of all or substantially all of the assets of Client, or the sale or other transfer of a 50% or more interest in the outstanding voting or other equity interest of Client by any person, or group or persons acting in concert, shall constitute an assignment for the purposes of this section. Any attempt that is contrary to the terms of this section to assign this Agreement or to delegate or otherwise transfer in any manner any rights or obligations arising under it will be void.

2. Consent to Breach Not Waived. - Neither party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

3. Notices. - Notices must be in writing, must be delivered according to clause (a) or (b) below, and must be delivered to the address set forth on the signature page of

this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this Agreement will be deemed given on the date of delivery (a) by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested.

4. Force Majeure. - Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

5. Entire Agreement. - This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and may not be amended except by a written agreement that acknowledges modification of this Agreement, and that is signed by an authorized representative of Client and of Equifax. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation.

6. Severability. - If any part of this Agreement is found to be illegal or unenforceable, then that part will be

curtailed only to the extent necessary to make it, and the remainder of the Agreement, legal and enforceable.

7. Applicable Law. - This Agreement will be governed solely by the internal laws of the State of Georgia, without regard to principles of conflicts of law.

8. Independent Contractor. - Nothing in this Agreement creates a joint venture, partnership, principal/agent or mutual agency relationship between the parties. No party has any right or power under this Agreement to create any obligation, expressed or implied, on behalf of the other party.

9. Headings. - The titles or captions used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof.

10. Authority. - Equifax's delivery of the services Client orders under this Agreement indicates Equifax's acceptance of the Agreement. The person signing below represents and warrants that he or she has the necessary authority to bind the principal set forth below

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date written below.

CLIENT: _____
ADDRESS: _____

Signed by: _____
Printed Name _____
Title: _____
Date: _____

EXHIBIT A

SPECIAL TERMS AND CONDITIONS

1. Trans-border Information. - Client, through Sales Agent, may from time to time request Information Services on consumers having credit histories accumulated outside of the United States. If that information is available under the terms of this Agreement, Equifax may facilitate Client's access of that information through an Equifax affiliated company, or an affiliated joint venture or partnership (the "International Supplier"). Client's receipt and use of that information will be subject to all the terms of this Agreement (excluding Section I.3 and this Agreement will be deemed to be a separate agreement between Client and the applicable International Supplier directly, with Equifax having entered into that agreement with Client on behalf of the International Supplier. Client further recognizes that Equifax will merely facilitate access to the information, and Equifax will not be responsible for the information or services received by Client from the International Supplier or for any damages, whether direct, consequential, incidental, indirect, exemplary or special, arising from that information or those services. In addition, Client acknowledges that the receipt and use of that information may be governed by various laws and regulations of the country, state or province in which the consumer resides or from which the information originates, and Client will comply with those applicable laws and regulations regarding Client's receipt and use of the information. Client certifies that either (i) Client will not request Information Services regarding residents of Canada, or (ii) Client has received and read the attached Provincial Legislative Overview for International Customers of Equifax's "North American Link" generally describing some additional requirements of various Canadian provinces regarding the request and use of credit reporting information on residents of those provinces; Client understands and agrees that the Provincial Legislative Overview is provided as a courtesy, does not constitute legal advice and, by its nature, is only a summary of some pertinent requirements imposed by applicable provincial laws; and Client accepts full responsibility for obtaining competent, independent legal advice regarding all applicable provincial laws.

2. California Retail Seller Compliance. - Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Client under the following circumstances: (a) if Client is a "retail seller" (defined in part by California law as "a person engaged in the business of selling goods or services to retail buyers") and is selling to a "retail buyer" (defined as "a person who buys goods or obtains services from a retail seller in a

retail installment sale and not principally for the purpose of resale") and a consumer about whom Client is inquiring is applying (b) in person and (c) for credit. Under the foregoing circumstances, Equifax, before delivering a consumer report to Client, must match at least three items of a consumer's identification within the file maintained by Equifax with the information provided to Equifax by Client in connection with the in-person credit transaction. Compliance with this law further includes Client's inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer's presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Client designated in Section I.3 of the Agreement that it is a "retail seller", Client certifies that it will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. If Client is not currently, but subsequently becomes a "retail seller", Client agrees to provide written notice to Equifax prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Section, and with the specific certifications set forth herein.

Client certifies that, as a "retail seller", it will either (a) acquire a new customer number for use in processing consumer report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new customer number will require that Client supply at least three items of identifying information from the applicant; or (b) contact Client's Equifax sales representative to ensure that Client's existing number is properly coded for these transactions.

3. Additional Terms and Conditions Applicable to Fair, Isaac Scores. The following additional terms and conditions apply to any Scores jointly provided by Equifax and Fair, Isaac & Co. ("Fair, Isaac").

(a) Agent. Equifax is the authorized agent of Fair, Isaac for purposes of executing this Agreement as it pertains to the Scores and for collection of all fees and charges arising thereunder with respect to the Scores.

(b) Confidentiality. Client will hold all Scores received from Equifax under this Agreement in strict confidence and will not disclose any Scores to the consumer except as required by law. Client may provide the principal factors contributing to the Scores to the subject of the report when those principal factors are the basis of Client's adverse action against the subject consumer. Client must describe the principal factors in a manner, which complies with Regulation B of the ECOA. Further, Client acknowledges that the Scores and factors are proprietary and that, except for (a) disclosure to the subject consumer if Client has taken adverse action against such consumer based in whole or in part on the consumer report with which the Scores were delivered or (b) as required by law, Client will not provide the Scores to any other party without Equifax's and Fair, Isaac's prior written consent.

(c) Limited Liability. In addition to the other limitations set forth in this Agreement, the combined liability of Equifax and Fair, Isaac arising from Scores provided by Equifax and Fair, Isaac shall be limited to the aggregate amount of money received by Equifax from Client with respect to such Scores in the preceding twelve (12) months or \$10,000 whichever is less.

(d) Adverse Action. Client shall not use Scores as the basis for an "Adverse Action" as defined by the Equal Credit Opportunity Act or Regulation B, unless score factor codes have been delivered to Client along with the Scores.

EXHIBIT B
CLIENT LENDERS

All Client's Lenders must be listed below, as defined in Section II.2 of this Agreement. It is Client's understanding that such lenders do contribute data to the Equifax database.

Lenders Name	<u>Address</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

EXHIBIT C
VOLUME COMMITMENT

Client commits to purchase _____ names for the period from _____ to _____.

ATTACHMENT PROVINCIAL LEGISLATIVE OVERVIEW

Canada does not have a federal statute regulating credit reporting. Instead, credit reporting regulation is provided under provincial law in the provinces of British Columbia, Saskatchewan, Manitoba, Ontario, Quebec, Nova Scotia, Prince Edward Island and Newfoundland. Not all the laws are the same, particularly regarding the rules about purging obsolete information. Additionally, some of the provincial laws require notification to the consumer when a credit report is requested (see below), but all do require post-notification regarding adverse action. And, since Canada has no similar law to the Equal Credit Opportunity Act, Canadian reports differ from U.S. reports in that no ECOA designation is listed.

All of the above named provinces, with the exception of Saskatchewan, require some form of notification to consumers that a credit report will be or has been accessed on them. Although you will want to independently review all relevant statutes, some brief synopses of the provincial credit reporting laws follows.

British Columbia

No person shall obtain from a reporting agency a report...(a) without the express written consent of the consumer, or (b) unless he/she promptly notifies the consumer in writing that a consumer report will be obtained. (The consent may be contained in an application for credit, insurance, employment or tenancy, if it is clearly set forth in type not less than 10 point in size, above the signature of the consumer.)

Saskatchewan

No pre-notification requirement, but does require post-notification.

Manitoba

No person shall conduct, or cause to be conducted, a personal investigation (a) without the express written consent of the subject, or (b) unless the subject is given written notice by the user, within ten days of the granting or denial of the benefit for which the subject has applied, that a personal investigation was conducted.

This consent may be contained in an application for credit, insurance, employment or tenancy if clearly set forth in type not less than 10 point size above the subject's signature, and the consent shall be deemed to be continuing during the term of any agreement for credit, insurance, employment or tenancy; but, if the user refuses any application for increase of any benefits under any such agreement the user shall give notice of any partial or complete denial of such application as required under law.

Please be aware that this information is provided for information purposes only and is not intended to be, nor should it be used or construed as legal advice.

Ontario

Where a person proposes to extend credit to a consumer, and a consumer report containing credit information only is being or may be referred to in connection with the transaction, he/she shall give notice of the fact to the consumer in writing at the time of the application for credit; or, if the application is made orally, orally at the time of the credit application.

Quebec

Since January 1, 1994, the Act Respecting the Protection of Personal Information in the Private Sector imposes various obligations upon companies, which conduct business in Quebec with regard to collecting, using and communicating personal information, including credit information. Moreover, this Act prohibits any company from sending credit information held in Quebec about persons residing in Quebec to third persons without consent from the persons concerned or in circumstances set forth in the Act. Therefore, before obtaining any credit information from the North American Link concerning a person residing in Quebec, the member must obtain the specific consent of the consumer or be able to prove that one of the exceptions set forth in the Act applies (Sections 18 and 23). The member must also use this information only for the specific purpose consented to by the consumer or as otherwise authorized by the Act.

Nova Scotia

No person shall procure or cause to be prepared a consumer report (a) without the express written consent of the consumer, or (b) unless he/she notifies the consumer in writing that a consumer report has been or will be requested, and advises him/her not later than ten days after the report has been requested of the consumer reporting agency's name and address.

This notice and consent may be contained in an application for credit, insurance, employment or tenancy if clearly set forth in type not less than 10 point in size above the signature of the consumer.

Prince Edward Island

No person shall procure from the consumer reporting agency, or cause it to prepare, a consumer report... unless he/she notifies the consumer of that fact before the report is requested, or he/she has already obtained the consumer's consent.

Newfoundland

Requires notification for reports containing "personal" information (investigative consumer reports), which would not include credit reports. However, the Act provides that, where the credit risk of a consumer is being assessed by any person, that person shall, upon request of the consumer, inform the consumer if a credit report has been obtained and of the name of the consumer reporting agency supplying the report.