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Criminal Records

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The Site provides access to its database of criminal records on a fee basis, as outlined below. In order to access said database, users must agree to all of the following terms and conditions. To access these records, please type 'AGREE' where indicated, provide credit card information for payment and you may immediately begin using the fee portion of the site.

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- 5. I understand that all information contained in and re-sold by The Site is compiled from public records obtained from state, local and federal government offices and may not be 100% complete or accurate.
- 6. I have read the descriptions of the databases of Criminalfiles.info criminal records subject to this agreement and attached hereto and understands the depth and/or limitations of the contents of each database.
- 7. I agree not to use the data obtained from The Site for any unlawful purposes, including violations of state and federal employment laws or regulations, including specifically, all applicable provisions of the federal Fair Credit Reporting Act. The undersigned User further warrants that it will exercise reasonable precautions to ensure that, in cases where the undersigned User re-sells criminal records from The Site's databases, all users of said criminal records also shall abide by provisions of the federal Fair Credit Reporting Act as it pertains to the disclosure and use of criminal records delivered to them from the databases.
- 8. Some of the information reported by The Site, including all criminal records, constitutes personal information that is regulated by the Fair Credit Reporting Act (FCRA). Thus, The Site fits the definition of a "consumer reporting agency" (CRA) and is required to comply with certain provisions of the FCRA, including:
- 1) Section 607(d), which requires that we provide clients with a prescribed notice of their duties as users of consumer reports under the FCRA.

- 3) Section 609, which imposes the requirement that CRAs disclose all the information in their files on a consumer upon request.
- 4) Section 604, which limits the purposes for which information may be provided. We thus rely upon certifications provided by our clients that the information is to be provided for employment purposes; tenant screening purposes; purposes related to a business transaction initiated by the consumer; and/or other purposes as defined by the FCRA.

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