

Please follow the checklist below to help ensure all required information is provided to Membership Application, Client Service Agreement and related documents. Only complete applications shall be processed, so please be thorough.

If you have any questions, please contact New Account Setup (800) 954-2266.

Thank you!



10 Crow Canyon Court, Suite 200
San Ramon, CA 94583
Phone: 800.954.2266 Fax: 800.303.9203
www.ccireports.com

- Page 2** – Tax ID Number has been provided.
- Page 2** – Professional license or banking number has been provided.
- Page 2** – Ownership Information has been provided.
- Page 3** – Business banking, commercial lease and business credit references (2) have been provided.
- Page 3** – Membership Application has been signed by Client.
- Page 4** – Credit Card Guarantee Agreement has been fully completed and signed by Client.
- Page 5** – Authorization to Perform Site Certification has been signed by Client. The national credit bureaus (Equifax, Experian, and TransUnion) have mandated that a physical site inspection of your office be performed by a third party vendor.
- Page 6** – A minimum of one (1) user named on the User list for your account to be completed.
- Page 9** – Client Service Agreement has been signed by Client and all appendices have been reviewed.
- All pages** – Fax all pages to CCI New Account Setup to include in your CCI client file.

To expedite the setup process, please include in your fax:

- If leasing commercial space, a copy of the lease, to include applicable sections stating lessor, lessee, terms and signatures; OR, if owner of commercial space, a copy of property tax bill.
- A copy of the company phone bill, stating the company name, address, and phone number.
- A copy of the city or county business license (not to be confused with the DRE license or fictitious name statement) if required for your municipality.
- An enlarged, legible copy of a government-issued picture ID, such as a driver's license.

Upon completion of the due diligence and compliance process (normally 3-5 business days) you will be contacted with the information needed to begin ordering reports.

TO:	Credit Communications Inc. – New Account Setup
FAX:	(800) 303-9203
FROM:	_____
PHONE:	_____
EMAIL:	_____



MEMBERSHIP APPLICATION AND SERVICE AGREEMENT

Notice to Users of Consumer Reports: All Users must have permissible purpose under the FCRA to obtain a consumer credit report. By executing the Agreement below with Credit Communications Inc. (CCI), subscriber: (1) acknowledges that subscriber has received the Notice To Users of Consumer Reports ("User Notice") as prescribed by the Federal Trade Commission; (2) agrees to follow the requirements set forth in the User Notice; (3) warrants and represents that subscriber has read and understood the User Notice; (4) acknowledges that it is a user of consumer reports within the meaning of the User Notice; and (5) agrees the User Notice is incorporated as an integral part of the Agreement below.

Company Name _____ **Time in Business:** _____ yrs. _____ mos

Type of Ownership: Corp. LLC Partnership Sole Prop. Bank/CU **Fed. Tax ID# (req'd)** _____

Other Business Name(s) or DBA _____

Do you own or lease the building in which you are currently located? Own Lease **How long at this location?** _____ yrs. _____ mos

Physical Address _____

City _____ **State** _____ **Zip** _____

Phone _____ **Fax** _____ **Company Website** _____

Previous Address (if current business address is less than 2 yrs.) _____

City _____ **State** _____ **Zip** _____

Bus./Banking/Broker Lic./Charter/ FDIC# _____ **State** ____ **Name of Broker of Record** _____

Number of employees at this location _____ **Number of Branches** _____ **Total Employees** _____

Owner/Principal Name _____ **Title** _____ **Phone/ext.** _____

Cell Phone _____ **E-mail** _____

Billing Contact _____ **Phone/ext.** _____

Cell Phone _____ **E-mail** _____

Permissible Purpose – Describe the **specific** purpose for which credit data will be used: _____

Check one: Local Regional National

Estimated monthly volume: Tri-Merges _____ Flood Certs _____ AVMs _____ TRVs _____

Loan Origination Software: _____ (e.g. Calyx Point, Encompass) **A.U. Systems used** _____

FMAC Seller/Service# (needed for LP users) _____ **How did you learn about CCI?** _____

OWNERSHIP INFORMATION (Excludes Publicly Traded Corps, Banks, S&Ls and Credit Unions)

As **Owner, Partner, Principal or Officer** of Client, I hereby give my consent to Credit Communications Inc. (CCI) to obtain any and all information concerning my business, personal history and financial credit report, which CCI may require in connection with this Agreement. Such information may be gathered through the use of any investigative or credit agencies of its choice. In addition, I hereby authorize CCI to secure all information, including credit information contained in my creditors account files. I recognize that if credit is extended, I personally guarantee payment for all services provided by CCI in accordance with the agreed to credit terms.

Name/Title _____
Home Address _____
City, St, Zip _____
Home Phone _____ SSN _____
Signature _____

BUSINESS REFERENCES (Complete This Section IN FULL. Only complete applications can be processed.)

BANK

Bank Name _____ Date Account Opened _____
Name as it appears on account (must be your *business* checking account) _____
Account # _____ Bank Phone # _____
Address _____

LANDLORD

Name _____
Address _____
Phone # _____ Contact Person _____

BUSINESS CREDIT REFERENCES (2)

#1 Creditor Name _____ Account # _____
Address _____
Phone # _____ Contact Person _____

#2 Creditor Name _____ Account # _____
Address _____
Phone # _____ Contact Person _____

CURRENT CREDIT REPORT PROVIDER

Phone # _____ Contact Person _____

CLIENT RESPONSIBILITIES & AUTHORIZATION TO RELEASE INFORMATION

Client will be knowledgeable of and comply with all the provisions of the Public Law 15 USC 1681-1681U (Fair Credit Reporting Act) and all other applicable statutes, both state and federal, and the requirements listed within this Agreement.

Credit information will be requested only for Client’s exclusive use, and Client certifies that inquiries will be made only when Client intends to use the information for the above-defined permissible purpose.

Credit information will not be used for consumer credit counseling or any other purpose not identified and approved in this Agreement.

Employees are forbidden from obtaining reports on themselves, associates, or any other persons except in the exercise of their official duties.

Client will use its best efforts to provide accurate and complete information and to hold in strict confidence all information received from CCI, whether written, printed or oral, same being for exclusive use of Client. In the event disclosure of such information leads to any claims or litigations, Client shall hold CCI harmless from any liability, damages or cost or expense, including reasonable attorney’s fees resulting there from.

Client may supply a copy of the consumer report to the consumer to whom it relates, however Client shall not sell, provide or discuss contents of any consumer report with any third party not directly associated with that particular credit or purchase decision.

Client further affirms that it is not an investigative or detective agency, law firm, government agency, law enforcement agency, credit counseling firm or credit repair firm or any of the other business types outlined in Appendix G to the CCI Client Service Agreement.

CCI shall not be liable in any manner whatsoever for any loss or injury to Client resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information, such information being based, however, upon reports obtained from sources considered by CCI to be reliable. CCI reserves the right to cancel this Agreement at any time, with or without advance notice. Client agrees to accept responsibility for the actions of its employees, agents and/or brokers. The Client agrees to notify CCI immediately should any suspected improper use of credit reporting services occur.

It is recognized and understood that the Fair Credit Reporting Act provides that anyone “who knowingly and willfully obtains information from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned not more than two years, or both.” I certify that the information provided in this membership application is true and accurate to the best of my knowledge. I further authorize CCI to obtain any past or present credit information, including bank account and open account balances, for the purposes of establishing an account with subject of this membership application.

AUTHORIZATION AND ACCEPTANCE

CLIENT NAME: _____
BY (print) _____
SIGNATURE _____
DATE _____

CREDIT COMMUNICATIONS INC. (CCI)

BY (print) _____
SIGNATURE _____
POSITION _____
DATE _____



SITE VISIT AUTHORIZATION

Due to compliance requirements from Equifax and Experian, a complete on-site inspection of all client offices must be conducted by a repository approved third-party site inspection vendor. These companies have been given complete training, guidance and instructions by each repository on their specific inspection guidelines. The purpose of this on-site inspection is to ensure that the business: 1) is a bona fide business entity operating in an appropriate business location for the purpose listed on their CCI application, 2) adheres to access security requirements and appropriate security of confidential consumer credit information, and 3) possesses and displays appropriate signage and state and industry licenses.

I authorize CCI to order and conduct a third party site inspection of the provided office location. The address provided is (please check one) an **Office** ____ / **a Residence** ____ . I understand that the cost for this visit is \$75.00 and hereby authorize CCI to collect this amount by charging the credit card listed below. This authorization is for the purpose of the site visit charge *only* and does not constitute an authorization for charges for any other purpose.

Company Name: _____
Company Address: _____
City, State, Zip: _____

I do hereby certify that I am an authorized signer on the aforementioned checking account and do fully consent to the terms of the herein authorization.

Signature: _____ Date: _____

Note: To ensure a timely scheduling of the site inspection, please provide the names and contact information of two individuals within your office who may be contacted during normal business hours.

Contact Name: _____ Phone: _____

Cell: _____ Email: _____

Alt. Contact Name: _____ Phone: _____

Cell: _____ Email: _____

(Complete only if different from credit card info provided on page 7)

CREDIT CARD TO BE USED FOR PAYMENT OF SITE INSPECTION ONLY	
I do hereby authorize CCI to debit the following credit card	
Credit Card Type (circle one):	<input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> Amex <input type="checkbox"/> Discover
Credit Card #:	_____ Exp: ____/____
Name on Card:	_____
Mailing Address:	_____
City, State, Zip:	_____

I do hereby certify that I am an owner or authorized user of the aforementioned credit card and do fully consent to the terms of the herein authorization.

Signature of Cardholder: _____ Date: _____



INITIAL USER LIST FOR CCI SYSTEM ACCESS

Completed by: _____ Company: _____

Full Name	Email Address	Sys. Rights (Agent, Processor, Administrator)
Full Name	Email Address	Sys. Rights (Agent, Processor, Administrator)
Full Name	Email Address	Sys. Rights (Agent, Processor, Administrator)
Full Name	Email Address	Sys. Rights (Agent, Processor, Administrator)
Full Name	Email Address	Sys. Rights (Agent, Processor, Administrator)
Full Name	Email Address	Sys. Rights (Agent, Processor, Administrator)
Full Name	Email Address	Sys. Rights (Agent, Processor, Administrator)
Full Name	Email Address	Sys. Rights (Agent, Processor, Administrator)
Full Name	Email Address	Sys. Rights (Agent, Processor, Administrator)
Full Name	Email Address	Sys. Rights (Agent, Processor, Administrator)
Full Name	Email Address	Sys. Rights (Agent, Processor, Administrator)
Full Name	Email Address	Sys. Rights (Agent, Processor, Administrator)
Full Name	Email Address	Sys. Rights (Agent, Processor, Administrator)
Full Name	Email Address	Sys. Rights (Agent, Processor, Administrator)
Full Name	Email Address	Sys. Rights (Agent, Processor, Administrator)

Please attach additional Users on separate sheet if necessary.

System Rights Key:

- Agent: Can order for self only, view only his/her reports.
- Processor: Can order for all, view all reports.
- Administrator: Can order for all, view all, add/delete users, view invoicing, run management reports and more. For additional capabilities, call CCI Customer CARE for assistance and training.

Include this completed form with your CCI Application and Service Agreement.

If being sent separately, fax to: **CCI New Customer Setup**
800-303-9203 or 925-831-1496



CLIENT SERVICE AGREEMENT

The above listed firm, hereinafter referred to as (Client), petitions Credit Pulse, Inc. dba Credit Communications Inc., hereinafter referred to as CCI, for the use of its services upon the basis outlined below. If accepted by CCI as a subscriber, Client agrees that the following shall constitute a service contract between Client and CCI.

1. The undersigned Client hereby petitions CCI to render service in accordance with its customary practices, for which Client agrees to prompt payment for all products and services billed by CCI. CCI may from time to time diminish or increase the charges to Client by written notice mailed or delivered to Client at its business address and in such event Client agrees to pay the revised charges unless Client terminates this Agreement as hereinafter provided.
2. Client hereby agrees, represents and warrants that it is a mortgage lender/broker and in using the services of CCI, Client will in all respects comply with the provisions of 15 U.S.C. § 1681 *et seq.* (Fair Credit Reporting Act, hereinafter referred to as FCRA) and that services will be requested only for the Client's exclusive use. Client further certifies that consumer reports will be ordered and used only in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or to review or collect an account of, the consumer.
3. Client certifies that it will request consumer reports pursuant to procedures prescribed by CCI from time to time and only for the permissible purpose certified above, and will use the reports obtained for no other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Client's own data, or otherwise in any service which is derived from the consumer reports. Client shall use each consumer report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided. However that Client may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, for scores obtained from Trans Union, Equifax Information Systems, or Experian Information Solutions, Client shall not disclose to consumers or any third party, any or all such scores provided under this Agreement, except as required by law. Client agrees that consumer reports on employees will not be requested. Client will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry. Client further agrees, as requested, promptly to furnish by telephone or in writing to CCI all required information covering transactions by the Client and its consumers, and to indemnify CCI, Trans Union, Equifax Information Services, Experian Information Solutions, any other consumer reporting vendors, and each of the other Clients and other officers and employees of each, jointly and severally, from any loss, damage, attorney's fees and costs arising from any claim or suit based on alleged violations of any provisions of this Agreement.
4. This Agreement shall continue in force without any fixed date of termination, subject to cancellation by either party upon ten (10) days prior written notice mailed or delivered to the office of the other party; further subject to the right of CCI at any time and without prior notice, to terminate this Agreement in event of any federal or state law or decision which affects the economic operation of CCI or any violation by Client of any provision of this Agreement, and further subject to the right of Client at any time and without prior written notice, to terminate this Agreement in the event of increase in charges to the Client, as provided herein.
5. No information furnished to Client is guaranteed nor is CCI in any way responsible for such information. CCI shall not be responsible or liable for any loss caused by neglect or act of any of its servants, agents, attorneys, clerks or employees in procuring, collecting and communicating any information furnished by or to Client. No promise, statement, representation or agreement made by any employee or other representative of CCI and not expressed in this Agreement shall bind it contractually or otherwise to Client.
6. Client hereby agrees to comply with all policies and procedures instituted by CCI and required by CCI's consumer reporting vendors. CCI will give Client as much notice as possible prior to the effective date of any new policy required in the future, but does not guarantee that reasonable notice will be possible. Client may terminate this Agreement at any time after notification of a change in policy in the event Client deems such compliance as not within its best interest.
7. Client agrees that CCI and CCI's consumer reporting vendors shall have the right to audit records of Client that are relevant to the provision of services set forth in this Agreement. Client further agrees that it will respond within a requested time frame for information requested by CCI's consumer reporting vendors regarding information provided by such vendor. Client understands that such vendor may suspend or terminate access to the vendor's information in the event Client does not cooperate with such an investigation.
8. (a) During the term of this Agreement, Client agrees to comply with all federal, state and local statutes, regulations and rules applicable to it, including, without limitation the FCRA, with any changes enacted to FCRA during the term of this Agreement, the Gramm Leach Bliley Act and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, and any regulations or limitations promulgated by CCI's consumer reporting vendors. Without limiting the foregoing, CCI may from time to time notify Client of new additional or updated requirements relating to such laws, compliance with which will be a condition of CCI's continued provision of the credit information to Client, and Client shall utilize training materials to train and educate its employees in proper security procedures consistent with industry standards. In addition, such new requirements might require price increases. Client agrees to comply with any such new requirements no later than thirty (30) days after it actually receives notice from CCI and such requirements shall be incorporated into this Agreement by this reference. Client understands and agrees that CCI may require evidence, including a certification that Client understands and will comply with applicable laws.

- (b) Client will implement strict security procedures designed to ensure that Client's employees and customers use the services and the credit information in accordance with this Agreement and for no purposes other than as permitted by this Agreement. Client will hold the services and the credit information in strict confidence and will restrict access to the services and the credit information to Client's employees and customers who agree to act in accordance with the terms of this Agreement and applicable law. Client will inform Client's employees and customers to whom any credit information is disclosed of the provisions of this Agreement. Client agrees to indemnify CCI for any claims or losses incurred by CCI as a result of the misuse of the services or the credit information by Client or Client's affiliates, employees, agents, subcontractors or customers in violation of this Agreement.
9. (a) Client shall notify CCI of any breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person within 24 hours following discovery thereof.
- (b) In the event of such a breach, Client agrees to cooperate with CCI and with CCI's credit reporting vendors in any investigation relation thereto. The nature and timing of any notifications required herein shall be under the control of CCI's credit reporting vendors, unless otherwise required by law.
- (c) For purposes of this Agreement, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.
- (d) For purposes of this Agreement, "personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:
- (1) Social security number.
 - (2) Driver's license number.
 - (3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.
- (e) For purposes of this Agreement, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (f) For purposes of this Agreement, "notice" may be provided by one of the following methods:
- (1) Written notice.
 - (2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.
 - (3) E-mail notice when the Client has an e-mail address for the subject persons.
 - (4) Conspicuous posting of the notice on the website of the Client.
- (g) The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.
- (h) The notification may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.
- (i) In the event the breach is determined by CCI's credit reporting vendors to be within the control of Client,
- (1) Client shall provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one year in which the consumer's credit history is monitored and the consumer receives daily notification of the changes that may indicate fraud or ID theft from at least one of the national consumer credit reporting bureaus, and
 - (2) CCI's consumer reporting vendors and CCI may assess Client an expense recovery fee.
10. If approved by CCI and CCI's consumer reporting vendors, Client may deliver the consumer credit information to a third party, secondary user with which Client has an ongoing business relationship for the permissible use of such information. CCI's consumer reporting vendors may charge a fee for the subsequent delivery to secondary users.
11. Client agrees that CCI may verify, through audit or otherwise, that Client is in fact the end user of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity.
12. Client agrees to notify CCI of any change of ownership or control fifteen (15) days prior to any such change. CCI may require the new ownership to re-apply for the services provided for herein and may require a new physical inspection in the event the office location is changed.
13. Client hereby authorizes CCI to provide copies of any information regarding Client to CCI's consumer reporting vendors.
14. Client agrees that CCI may monitor Client on an ongoing basis to determine Client's compliance with applicable law and the provisions of this Agreement. In the event CCI determines that Client is not in compliance with applicable law or this Agreement, CCI may immediately discontinue services to the Client under this Agreement. Client shall remain responsible for the payment for any services provided to Client by CCI prior to any such discontinuance.
15. Client will utilize training and training materials provided by CCI in order for Client to comply with the federal FCRA and with the policies and procedures required by CCI's consumer reporting vendors.
16. OFAC Alert is an information service that is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes; or any other purpose authorized under the FCRA. Accordingly, Client certifies it will not use any information provided through the OFAC Alert Service as part of its decision-making process for determining the consumer's eligibility for any credit products or other products, benefits (including the opportunity to rent a dwelling) or services applied for. Client acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. Government maintained lists of persons subject

to economic sanctions, and Client further certifies that upon receipt of an OFAC Alert, it will contact the appropriate government agency for confirmation and instructions. The OFAC Alert indicator may or may not apply to the consumer whose eligibility is being considered by Client.

17. Client acknowledges additional responsibility under policies regarding credit scores provided by CCI, attached to this Agreement as **Appendix A**.
18. CCI offers a program to facilitate the revision of data contained in consumer credit files, in an expedient manner, thereby adjusting scores of those consumers. If Client utilizes this service, known as "Rapid ReScore," Client acknowledges additional responsibilities and guidelines, attached to this Agreement as **Appendix B**.
19. Client agrees to fully support and implement policies that protect the confidential nature of information furnished by and through CCI and insure respect for consumers' rights to privacy. Client will subscribe to the Access Security Requirements furnished on **Appendix C** and will make all employees who access credit aware of these policies. California Civil Code Section 1785.14(a) requires certain other responsibility of users of consumer reports. Those responsibilities are attached to this Agreement as **Appendix D**.
20. 15 U.S.C. § 1681 *et seq.* of the FCRA also requires certain other responsibilities of users of consumer reports from consumer reporting agencies. Those responsibilities are attached (and made a part hereof) as **Appendix E** to this Agreement.
21. Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999) requires certain other responsibilities of user of consumer reports from consumer reporting agencies. Those responsibilities are attached (and made a part hereof) as **Appendix F** to this Agreement.
22. Client acknowledges that it does not engage in any of the business areas outlined in **Appendix G** to this Agreement.
23. Client agrees to fully support and implement policies that enables it compliance with CCI's Internet Security Requirements as outlined in **Appendix H** to this Agreement
24. 15 U.S.C. § 1681 *ET SEQ.* PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CREDIT REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, UNITED STATES CODE, IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
25. Client hereby agrees to pay CCI for the services rendered during the previous calendar month by the 30th of each month. Account invoices/statements will be issued monthly under net 30 day billing terms. Any balance unpaid after 30 days of invoice is subject to interest charges equal to one-and-one-half percent (1.5%) per month, or eighteen percent (18%) per annum. If Client is delinquent in any payment proficed for herein or is in violation of any term of the Agreement or has breached any term of this Agreement, CCI will have an unrestricted right, without prior notice, to terminate this Agreement forthwith. Client agrees to this term of severance without notice and waives any claim for any resulting damages. Accounts 30 days delinquent or those exceeding established credit limits are automatically placed on credit hold. In the event of non-payment, the Client agrees to pay reasonable attorney's fees and cost of suit and all fees incurred in the cost of collection. Discounts (if any) are forfeited should the account become past due. Clients not meeting credit standards for a line of credit may be required to provide a security deposit before services are provided.
26. This Agreement shall be governed by and construed under the laws of the State of California.

DATED this _____ day of _____, 20_____

ACCEPTANCE:

CLIENT NAME _____

BY (print) _____

SIGNATURE _____

(Must be officer, principal or authorized individual)

CREDIT COMMUNICATIONS INC. (CCI)

BY (print) _____

SIGNATURE _____

POSITION _____

DATE _____

CCI CREDIT RISK SCORE ADDENDUM TO USER SERVICE AGREEMENT – Appendix A

CLASSICSM CREDIT RISK SCORE SERVICES

(Trans Union's Required Terms for Addendum to Subscriber Agreement
for Consumer Reports between Reseller and its Customer)

1. Based on an agreement with Trans Union LLC ("Trans Union") and Fair Isaac Corporation ("Fair Isaac") ("Reseller Agreement"), Reseller has access to a unique and proprietary statistical credit scoring service jointly offered by Trans Union and Fair Isaac which evaluates certain information in the credit reports of individual consumers from Trans Union's data base ("Classic") and provides a score which rank orders consumers with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring (the "Classic Score").
2. Subscriber, from time to time, may desire to obtain Classic Scores from Trans Union via an on-line mode in connection with consumer credit reports.
3. Subscriber has previously represented and now, again represents that it is a **mortgage company** and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) including, without limitation, all amendments thereto ("FCRA").
4. Subscriber certifies that it will request Classic Scores pursuant to procedures prescribed by Reseller from time to time only for the permissible purpose certified above, and will use the Classic Scores obtained for no other purpose.
5. Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
6. Subscriber agrees that it shall use each Classic Score only for a one-time use and only in accordance with its permissible purpose under the FCRA.
7. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, Reseller may, upon its election, discontinue serving the Subscriber and cancel this Agreement, in whole or in part (e.g., the services provided under this Addendum only) immediately.
8. Subscriber recognizes that factors other than the Classic Score may be considered in making a credit decision. Such other factors include, but are not limited to, the credit report, the individual account history, and economic factors.
9. Trans Union and Fair Isaac shall be deemed third party beneficiaries under this Addendum.
10. Up to five score reason codes, or if applicable, exclusion reasons, are provided to Subscriber with Classic Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Classic Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). However, the Classic Score itself is proprietary to Fair Isaac, may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants or any other third party, except: (1) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (2) as clearly required by law. Subscriber will not publicly disseminate any results of the validations or other reports derived from the Classic Scores without Fair Isaac and Trans Union's prior written consent.
11. In the event Subscriber intends to provide Classic Scores to any agent, Subscriber may do so provided, however, that Subscriber first enters into a written agreement with such agent that is consistent with Subscriber's obligations under this Agreement. Moreover, such agreement between Subscriber and such agent shall contain the following obligations and acknowledgments of the agent: (1) Such agent shall utilize the Classic Scores for the sole benefit of Subscriber and shall not utilize the Classic Scores for any other purpose including for such agent's own purposes or benefit; (2) That the Classic Score is proprietary to Fair Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union and Fair Isaac's prior written consent except (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (b) as clearly required by law; (3) Such Agent shall not use the Classic Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) Such agent shall not resell the Classic Scores; and (5) Such agent shall not use the Classic Scores to create or maintain a database for itself or otherwise.
12. Subscriber acknowledges that the Classic Scores provided under this Agreement which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file.
13. Subscriber shall be responsible for compliance with all applicable federal or state legislation, regulations and judicial actions, as now or as may become effective including, but not limited to, the FCRA, the ECOA, and Reg. B, to which it is subject.
14. The information including, without limitation, the consumer credit data, used in providing Classic Scores under this Agreement were obtained from sources considered to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall Trans Union, Fair Isaac, nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Subscriber for any claim, injury or damage suffered directly or indirectly by Subscriber as a result of the inaccuracy or incompleteness of such information used in providing Classic Scores under this Agreement and/or as a result of Subscriber's use of Classic Scores and/or any other information or serviced provided under this Agreement.
- 15.1 Fair Isaac, the developer of Classic, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the Classic Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by Classic uses a "prohibited basis" as that term is defined in the Equal Credit Opportunity Act (ECOA) and Regulation B promulgated thereunder. Classic provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the Classic Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring relative to other individuals in Trans Union's database. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.
- 15.2 THE WARRANTIES SET FORTH IN SECTION 15.1 ARE THE SOLE WARRANTIES MADE UNDER THIS ADDENDUM CONCERNING THE CLASSIC SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES

- PROVIDED UNDER THIS AGREEMENT; AND NEITHER FAIR ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OTHER THAN AS SET FORTH IN THIS ADDENDUM. THE WARRANTIES AND REMEDIES SET FORTH IN SECTION 15.1 ARE IN LIEU OF ALL OTHERS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
16. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTIES AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
 17. THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO SUBSCRIBER, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SECTION 16, APPLY TO DAMAGES INCURRED BY TRANS UNION AND/OR FAIR ISAAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM SUBSCRIBER'S BREACH, DIRECTLY OR THROUGH SUBSCRIBER'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
 18. ADDITIONALLY, NEITHER TRANS UNION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS ADDENDUM, BY SUBSCRIBER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.
 19. This Addendum may be terminated automatically and without notice: (1) in the event of a breach of the provisions of this Addendum by Subscriber; (2) in the event the agreement(s) related to Classic between Trans Union, Fair Isaac and Reseller are terminated or expire; (3) in the event the requirements of any law, regulation or judicial action are not met, (4) as a result of changes in laws, regulations or regulatory or judicial action, that the requirements of any law, regulation or judicial action will not be met; and/or (5) the use of the Classic Service is the subject of litigation or threatened litigation by any governmental entity.

EXPERIAN CREDIT SCORING SERVICES AGREEMENT

WHEREAS, Provider is an authorized reseller of Experian Information Solutions, Inc. ("Experian"); and

WHEREAS, Experian and Fair, Isaac Corporation ("Fair, Isaac") offer the "Experian/Fair, Isaac Model", consisting of the application of a risk model developed by Experian and Fair, Isaac which employs a proprietary algorithm and which, when applied to credit information relating to individuals with whom the End User contemplates entering into a credit relationship will result in a numerical score (the "Score" and collectively, "Scores"); the purpose of the models being to rank said individuals in order of the risk of unsatisfactory payment.

NOW, THEREFORE, For good and valuable consideration and intending to be legally bound, End User and Provider hereby agree as follows:

1. General Provisions

A. Subject of Agreement. The subject of this Agreement is End User's purchase of Scores produced from the Experian/Fair, Isaac Model from Provider.

B. Application. This Agreement applies to all uses of the Experian/Fair, Isaac Model by End User during the term of this agreement.

C. Term. The term of this Agreement (the "Term") is the period consisting of the Initial Term and, if this Agreement is renewed, the Renewal Term(s) as follows: 1.) *Initial Term.* The "Initial Term" is the period beginning at 12:01a.m. on the date written above and ending at 11:59p.m. on the day before the first anniversary of that date. 2) *Renewal Term(s).* Unless one or both of the parties delivers written notice of such party's (parties') intent not to renew no later than thirty (30) days before the end of the Initial Term, this Agreement will renew automatically and without further action by either party for an additional one year period (a "Renewal Term"). Thereafter, this Agreement will continue to renew automatically unless and until either party delivers non-renewal notice no later than thirty (30) days before the end of the Renewal Term. This Agreement will terminate without further action by either of the parties in the event the End User discontinues use of the Experian/ Fair, Isaac Model.

2. Experian/Fair, Isaac Scores

A. Generally. Upon request by End User during the Term, Provider will provide End User with the Scores.

B. Time of Performance. Experian/Fair, Isaac and Provider will use commercially reasonable efforts to provide the Experian/Fair Isaac Model as expeditiously as possible and in a timely manner; provided, however, Experian Fair, Isaac and Provider will have no liability to End User hereunder for delays in providing such Experian/Fair Isaac Model.

C. Warranty. Provider warrants that the Scores are empirically derived and statistically sound predictors of consumer credit risk on the data from which they were developed when applied to the population for which they were developed. Provider further warrants that so long as it provides the Scores, the Scores will not contain or use any prohibited basis as defined by the federal Equal Credit Opportunity Act, 15 USC Section 1691 *et seq.* or Regulation B promulgated thereunder. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES PROVIDER HAS GIVEN END USER WITH RESPECT TO THE SCORES, AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, PROVIDER MIGHT HAVE GIVEN END USER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. End User's rights under the foregoing warranties are expressly conditioned upon End User's periodic revalidation of the Experian/Fair, Isaac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 *et seq.*).

D. Release. End User hereby releases and holds harmless Provider, Fair Isaac and/or Experian and their respective officers, directors, employees, agents, sister or affiliated companies, and any third-party contractors or suppliers of Provider, Fair, Isaac or Experian from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by End User resulting from any failure of the Scores to accurately predict that a United States consumer will repay their existing or future credit obligations satisfactorily.

3. **Fees.** Generally. In consideration of Experian/Fair, Isaac's performance of the Experian/Fair, Isaac Model, End User will pay Experian/Fair, Isaac fees (the "Fees") as agreed upon in writing by End User and the Provider from time to time. Taxes. End User will be solely responsible for

all Federal, state, and local taxes levied or assessed in connection with Experian/Fair, Isaac's performance of the Experian/Fair, Isaac Model, other than income taxes assessed with respect to Experian/Fair, Isaac's net income, for which income taxes Experian/Fair, Isaac will be solely responsible. Method of Payment. Periodically during the Term, Experian/Fair, Isaac will deliver to End User invoices reflecting Fees (including taxes) for which End User is responsible hereunder. End User will pay Experian/Fair, Isaac or the Provider the amounts indicated on such invoices within twenty (20) days after the invoice date. End User's obligation to pay Fees shall be absolute and unconditional and shall not be affected by any circumstance, including, without limitation, set off, counterclaim, recoupment, defense (other than the defense of payment itself) or other right End User may have or allege to have against Experian/Fair, Isaac or Provider for any reason whatsoever. If End User does not pay any undisputed portion of invoiced Fees within the twenty (20) day period described above, then End User will also pay interest on the unpaid amount at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is less.

4. **Intellectual Property**

A. No License. Nothing contained in this Agreement shall be deemed to grant End User any license, sublicense, copyright interest, proprietary rights, or other claim against or interest in any computer programs utilized by Provider, Experian and/or Fair, Isaac or any third party involved in the delivery of the scoring services hereunder. End User acknowledges that the Experian/Fair, Isaac Model and its associated intellectual property rights in its output are the property of Fair, Isaac.

B. End User Use Limitations. By providing the Scores to End User pursuant to this Agreement, Provider grants to End User a limited license to use information contained in reports generated by the Experian/Fair, Isaac Model solely in its own business with no right to sublicense or otherwise sell or distribute said information to third parties. Before directing Provider to deliver Scores to any third party (as may be permitted by this Agreement), End User agrees to enter into a contract with such third party that (1) limits use of the Scores by the third party only to the use permitted to the End User, and (2) identifies Experian and Fair, Isaac as express third party beneficiaries of such contract.

C. Proprietary Designations. End User shall not use, or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other proprietary designations of Provider, Experian or Fair, Isaac or their respective affiliates, whether registered or unregistered, without such party's prior written consent.

5. **Compliance and Confidentiality**

A. Compliance with Law. In performing this Agreement and in using information provided hereunder, End User will comply with all Federal, state, and local statutes, regulations, and rules applicable to consumer credit information and nondiscrimination in the extension of credit from time to time in effect during the Term. End User certifies that (1) it has a permissible purpose for obtaining the Scores in accordance with the federal Fair Credit Reporting Act, and any similar applicable state statute, (2) any use of the Scores for purposes of evaluating the credit risk associated with applicants, prospects or existing customers will be in a manner consistent with the provisions described in the Equal Credit Opportunity Act ("ECOA"), Regulation B, and/or the Fair Credit Reporting Act, and (3) the Scores will not be used for Adverse Action as defined by the Equal Credit Opportunity Act ("ECOA") or Regulation B, unless adverse action reason codes have been delivered to the End User along with the Scores.

B. Confidentiality. End User will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered hereunder. End User will take reasonable precautions to assure that such information will be held in strict confidence and disclosed only to those of its employees whose duties reasonably relate to the legitimate business purposes for which the information is requested or used and to no other person. Without limiting the generality of the foregoing, End User will take suitable precautions to prevent loss, compromise, or misuse of any tapes or other media containing consumer credit information while in the possession of End User and while in transport between the parties. End User certifies that it will not publicly disseminate any results of the validations or other reports derived from the Scores without each of Experian's and Fair, Isaac's express written permission.

C. Proprietary Criteria. Under no circumstances will End User attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian and/or Fair, Isaac in performing the scoring services hereunder.

D. Consumer Disclosure. Notwithstanding any contrary provision of this Agreement, End User may disclose the Scores provided to End User under this Agreement (1) to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only, and (2) as clearly required by law.

6. **Indemnification and Limitations**

A. Indemnification of Provider, Experian and Fair, Isaac. End User will indemnify, defend, and hold each of Provider, Experian and Fair, Isaac harmless from and against any and all liabilities, damages, losses, claims, costs, and expenses (including attorneys' fees) arising out of or resulting from any nonperformance by End User of any obligations to be performed by End User under this Agreement, *provided that* Experian/Fair, Isaac have given End User prompt notice of, and the opportunity and the authority (but not the duty) to defend or settle any such claim.

B. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL PROVIDER, EXPERIAN OR FAIR, ISAAC HAVE ANY OBLIGATION OR LIABILITY TO END USER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY END USER, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT END USER WAS ADVISED SUCH DAMAGES MIGHT ARISE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PROVIDER, EXPERIAN OR FAIR, ISAAC TO END USER EXCEED THE FEES PAID BY END USER PURSUANT TO THIS AGREEMENT DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF END USER'S CLAIM.

7. **Miscellaneous**

A. Third Parties. End User acknowledges that the Scores results from the joint efforts of Experian and Fair, Isaac. End User further acknowledges that each Experian and Fair, Isaac have a proprietary interest in said Scores and agrees that either Experian or the Fair, Isaac may enforce those rights as required.

B. Complete Agreement. This Agreement sets forth the entire understanding of End User and Provider with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto.



CCI RAPID RESCORE ADDENDUM TO USER SERVICE AGREEMENT – Appendix B

Purpose:

To assist our mortgage-lending clients in expediting the correction of consumer credit files at the three national credit repositories as described in Schedule B of the Rapid ReScore Information Package (How Rapid ReScore Works). It is understood that our Client is a mortgage lender and that they are requesting assistance from Credit Communications Inc. (CCI) to correct consumer credit files for the ultimate purpose of approving a mortgage loan to their borrower customer.

Client Responsibilities:

Client will: a) assure that all items in dispute have been reviewed by the consumer prior to submission and that consumer believes that said disputes are authentic and accurate; b) comply with all federal, state and local laws and regulations applicable to Client's use of the service; c) make no warranties or guarantees of any kind or nature to the consumer or any third party regarding the service; and d) assure that payment of the fees associated with this service comes from Client and not directly from the consumer.

Pricing:

Client agrees to pay for the service in accordance with the terms outlined in the CCI Rapid ReScore Information Package, which is available at www.ccireports.com.

Indemnification:

Client will indemnify and hold harmless CCI and its directors, officers, employees, agents, contractors and sources of information from and against any loss, cost, liability and expense (including reasonable attorney's fees), of whatever kind or nature and without limitation resulting in acts or omissions from client, its employees or agents related to this Agreement or breach of any obligation under this Agreement.

Limitation of Liability:

CCI does not warrant that it can process or resolve any dispute through the service. Except as otherwise expressly provided in this Agreement, neither party guarantees or warrants the correctness, merchantability, or fitness for a particular purpose, the information or service provided to the other. Neither CCI nor any of its officers, agents, employees, contractors, licensors, or sources of information will be liable to Client, and Client releases them for any loss or injury arising out of or caused in whole or part by acts or omissions, including negligence, in providing the service.

ACCESS SECURITY REQUIREMENTS – Appendix C

Experian Access Security Requirements

We must work together to protect the privacy and information of consumers. The following information security measures are designed to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to employ an outside service provider to assist you. Capitalized terms used herein have the meaning given in the Glossary attached hereto. The credit reporting agency reserves the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security.

In accessing the credit reporting agency's services, you agree to follow these security requirements:

1. Implement Strong Access Control Measures

- 1.1 Do not provide your credit reporting agency Subscriber Codes or passwords to anyone. No one from the credit reporting agency will ever contact you and request your Subscriber Code number or password.
- 1.2 Proprietary or third party system access software must have credit reporting agency Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3 You must request your Subscriber Code password be changed immediately when:
 - any system access software is replaced by system access software or is no longer used;
 - the hardware on which the software resides is upgraded, changed or disposed of
- 1.4 Protect credit reporting agency Subscriber Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
- 1.5 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the credit reporting agency's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.6 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.7 Keep user passwords Confidential.
- 1.8 Develop strong passwords that are:
 - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
 - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.9 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.10 Active logins to credit information systems must be configured with a 30 minute inactive session, timeout.
- 1.11 Restrict the number of key personnel who have access to credit information.
- 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.13 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- 1.14 Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- 1.15 After normal business hours, turn off and lock all devices or systems used to obtain credit information.
- 1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

2. Maintain a Vulnerability Management Program

- 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
- 2.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
 - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
 - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
 - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
 - Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
 - If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
 - Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.

- Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

3. Protect Data

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 3.2 All credit reporting agency data is classified as Confidential and must be secured to this requirement at a minimum.
- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 3.4 Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.
- 3.5 Only open email attachments and links from trusted sources and after verifying legitimacy.

4. Maintain an Information Security Policy

- 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 4.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

5. Build and Maintain a Secure Network

- 5.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.
- 5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- 5.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
- 5.4 Any stand alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services and network traffic.
- 5.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
- 5.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

6. Regularly Monitor and Test Networks

- 6.1 Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
- 6.2 Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access credit reporting agency systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
 - protecting against intrusions;
 - securing the computer systems and network devices;
 - and protecting against intrusions of operating systems or software.

Record Retention: *The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, the credit reporting agency requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 25 months. When conducting an investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their credit report, the credit reporting agency will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.*

“Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation.”



END USER CERTIFICATION OF COMPLIANCE California Civil Code § 1785.14(a) – Appendix D

Section 1785.14(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met:

Section 1785.14(a)(1) states: "If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name."

Section 1785.14(a)(2) states: "If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail."

Section 1785.14(a)(3) states: "If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the prospective user verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed."

In compliance with Section 1785.14(a) of the California Civil Code, ("End User") hereby certifies to Consumer Reporting Agency that End User **IS NOT** a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale").

End User also certifies that if End User is a Retail Seller who conducts Point of Sale transactions, End User will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person.

End User also certifies that it will only use the appropriate End User code number designated by Consumer Reporting Agency for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller.

If End User is not a Retail Seller who issues credit in Point of Sale transactions, End User agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, End User shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.



NOTICE TO USERS OF CONSUMER REPORTS OBLIGATIONS OF USERS UNDER THE FCRA - Appendix E

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website at <http://www.ftc.gov/credit>. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

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

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

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

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

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

B. Users Must Provide Certifications

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

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA — such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

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

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

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at <http://www.ftc.gov/credit>.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at <http://www.ftc.gov/credit>.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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

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

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

A. Employment Other Than in the Trucking Industry

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

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

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2) The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

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

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

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

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

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

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

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

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(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, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at <http://www.ftc.gov/credit>.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.

- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consu

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The FTC's Web site, <http://www.ftc.gov/credit>, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681	Section 615 15 U.S.C. 1681m
Section 603 15 U.S.C. 1681a	Section 616 15 U.S.C. 1681n
Section 604 15 U.S.C. 1681b	Section 617 15 U.S.C. 1681o
Section 605 15 U.S.C. 1681c	Section 618 15 U.S.C. 1681p
Section 605A 15 U.S.C. 1681cA	Section 619 15 U.S.C. 1681q
Section 605B 15 U.S.C. 1681cB	Section 620 15 U.S.C. 1681r
Section 606 15 U.S.C. 1681d	Section 621 15 U.S.C. 1681s
Section 607 15 U.S.C. 1681e	Section 622 15 U.S.C. 1681s-1
Section 608 15 U.S.C. 1681f	Section 623 15 U.S.C. 1681s-2
Section 609 15 U.S.C. 1681g	Section 624 15 U.S.C. 1681t
Section 610 15 U.S.C. 1681h	Section 625 15 U.S.C. 1681u
Section 611 15 U.S.C. 1681i	Section 626 15 U.S.C. 1681v
Section 612 15 U.S.C. 1681j	Section 627 15 U.S.C. 1681w
Section 613 15 U.S.C. 1681k	Section 628 15 U.S.C. 1681x
Section 614 15 U.S.C. 1681l	Section 629 15 U.S.C. 1681y



VERMONT FAIR CREDIT REPORTING STATUTE, 9 V.S.A § 2480e (1999) - Appendix F

§ 2480e. Consumer consent

- (a) A person shall not obtain the credit report of a consumer unless:
 - (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
 - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
 - (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
 - (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 ***
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud – Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT**

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

BUSINESSES THAT CANNOT BE PROVIDED INFORMATION - Appendix G

Adult entertainment services of any kind

Business that operates out of an apartment or unrestricted location within a residence (unless approved by repository)

Attorneys or Law offices, except Bankruptcy Attorneys for bankruptcy filing purposes

Bail Bondsman

Check cashing establishment

Credit counseling

Credit repair clinic

Dating Service

Financial counseling

Genealogical or heir research firm

Massage Services

Company that locates missing children

Pawn shop

Private Detectives, detective agencies or investigative companies

Individual seeking information for their private use

Company that handles third-party repossession

Company or individual involved in spiritual counseling

Subscriptions (magazines, book clubs, record clubs, etc.)

Tattoo service

Insurance claims

Internet locator services

Asset location services

Future services (i.e., health clubs, timeshare, continuity clubs, etc)

News agencies or journalists

Law enforcement (except for employment screening purposes)

Any company or individual who is known to have been involved in credit fraud or other unethical business practices

Companies listed on repository alert report notifications



REQUIRED INTERNET SECURITY PROCEDURES – Appendix H

Client is required to implement the following security procedures (“Procedures”) in order to order and receive Credit Reports through the CCI Website. **Failure of Client to follow any of the Procedures may lead to a suspension or termination of Client’s ability to order and receive Credit Reports through the CCI Website.**

1. In order to order and receive Credit Reports through the CCI Website, Client must use the subscriber number and password assigned to Client by CCI (together, “CCI Password”). Orders for Credit Reports must include the name, social security number, and address of the subject of the Credit Report, and any other information specified by CCI. The operator must have a unique CCI Website identification and password. Sharing the identification and password is strictly prohibited. All Credit Reports delivered by CCI to Client through the CCI Website will be encrypted. Client must use an internet browser that supports 128-bit encryption.

2. Client must protect the CCI Password so that only authorized employees of Client (“Authorized Employees”) have access to this information. Client agrees to limit Authorized Employees to those employees who have a need to know the CCI Password to carry out their official duties with Client. Client will not post the CCI Password at its facilities, and Client will take all other actions necessary to prevent unauthorized persons from gaining knowledge of the CCI password. The CCI Password must not be released by telephone to any telephone caller, even if the caller claims to be a CCI employee. CCI reserves the right to change the CCI Password at any time to prevent unauthorized access to Credit Reports delivered to Client through the CCI Website.

3. All access software used by Client to order and obtain Credit Reports through the CCI Website, whether developed by Client or purchased from a third-party vendor must have the CCI Password “hidden” or embedded so that the CCI Password is known only to Authorized Employees. Each Authorized Employee must be assigned a unique logon code (“Logon Code”) to be able to open and use the CCI Website. Authorized Employees will be required to protect the secrecy of their Logon Codes, and as soon as an Authorized Employee loses such status (whether by termination of employment or otherwise), Client will immediately disable such employee’s Logon Code. Logon Codes will be changed at least once every 90 days.

4. Prior to providing an Authorized Employee with access to the CCI Password, Client will provide the Authorized Employee with adequate training regarding the requirements of these Procedures and applicable laws, and will require the Authorized Employee to agree to comply with all the requirements set forth below (“Employee Requirements”). Client agrees not to add any employee as an Authorized Employee unless the employee receives the required training. All Authorized Employees must comply with the following Employee Requirements:

(a) The employee must have read these Procedures and the Agreement for Service and be familiar with the requirements as to the permissible purposes for which Credit Reports may be ordered from CCI and the restrictions on the use and dissemination of such reports and the information therein, and must agree to comply with such requirements and restrictions.

(b) The employee must agree not to disclose the CCI Password or the Logon Code assigned to the employee to any other person.

(c) The employee must agree not to order Credit Reports from CCI except in performance of the employee’s official duties for Client. The employee must acknowledge his or her awareness that the Fair Credit Reporting Act provides that **“any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency [such as CCI] under false pretenses shall be fined under Title 18 United States Code, imprisoned for not more than 2 years, or both.”**

(d) The employee must acknowledge that Credit Reports contain extremely sensitive information, and agree to protect the privacy of such information by using Credit Reports obtained from CCI solely in connection with the employee’s official duties for Client, not copying such Credit Reports (except as required by the employee’s official duties), not providing such Credit Reports or any information therein to any person (except in the course of the employee’s official duties), and taking adequate steps to prevent unauthorized persons gaining access to such reports or information.

(e) The employee must agree that after termination of his or her employment by Client or Client’s withdrawal of the employee’s designation as an Authorized Employee, the employee will not obtain or attempt to obtain Credit Reports from CCI through the CCI Password or the employee’s Logon Code for any reason.

5. Client will also follow CCI’s general Access Security Procedures and agrees to establish such additional security procedures as may be specified by CCI from time to time.