

APPLICATION FOR SERVICES

Business Name _____

Physical Address _____ City _____ State _____ Zip _____

Phone Number (____) _____ Fax No. (____) _____

Website http:// _____ Contact E Mail _____

Billing Address (If different) _____

Business License No. _____ Sales Tax/Broker No. _____

Indicate type of organization

Sole Proprietorship Partnership Non Profit Corporation/State of _____

Indicate specific purposes for which credit information will be used

Credit Transaction Refinancing Leasing Licensing Collection
 Employment Rentals Real Estate Other (specify) _____

Type of business and services rendered/products sold _____

Does your application indicate to consumers that a credit history investigation will be done? YES NO

List Principals of the Company

Name _____ Position _____ SS# _____
Address _____

Name _____ Position _____ SS# _____
Address _____

Business References

Business Reference _____ Telephone# _____
Address _____ Contact Person _____

Business Reference _____ Telephone# _____
Address _____ Contact Person _____

Business Reference _____ Telephone# _____
Address _____ Contact Person _____

I certify that the information contained in this application is correct to the best of my knowledge and this application is submitted on the basis of a legitimate permissible purpose for credit reports.

It is understood and agreed to by those involved that in the case of a corporation or partnership, the credit background of all officers, owners and partners will be checked and approval of this application is subject to the results of such credit checks.

California Credit Information Solutions (CCIS) is authorized to complete any credit investigation necessary of the principals of this firm for processing of the application for membership. If application for membership is accepted, continued membership subject to compliance with the provisions and requirements of the Fair Credit Reporting Act. Approval of membership is subject to the discretion of CCIS. Membership may be terminated without notice by CCIS for failure to comply with the Fair Credit Reporting Act.

By my signature below, I individually and personally guarantee payment of this account upon approval of Membership..

Name of Applicant

Title

Authorized Signature

Date

I give California Credit Information Solutions Inc. permission to request business checking account information on the account/accounts listed below, as part of their membership due diligence process.

Signature _____

Date _____

Customer Name _____

Address _____

Name of Bank _____ Address _____

Bank Phone Number _____ Bank Fax Number _____

Business Checking Account Information:

Name of Account _____ Account Number _____

Bank Verification Information:

Date Account Opened _____

Customer's nature of business _____

Average daily balance _____

Verified by _____

Date _____

SUBSCRIBER SERVICE AGREEMENT

As set forth in the Application for Services and the Subscriber Service Agreement (hereinafter referred to jointly as the Agreement), _____ (CCIS client) will purchase and California Credit Information Solutions (hereinafter referred to as CCIS) will furnish certain services.

I. QUALIFICATION FOR SERVICE, FEES AND CHARGES

CCIS client agrees to complete all required forms and to provide all requested information in connection with the application for services. CCIS client furthermore authorizes CCIS to perform necessary verifications to determine CCIS client's qualifications to access CCIS products and services as prescribed by applicable state and federal laws and regulations, as well as CCIS's consumer reporting vendor(s). CCIS client hereby authorizes CCIS to provide copies of any information regarding CCIS client to CCIS's consumer reporting vendor(s). CCIS may utilize a third party vendor to perform an on-site inspection of CCIS client's business. In addition, CCIS client agrees to pay CCIS for all applicable fees and billing charges. Such fees and charges are subject to change at any time, upon notification by CCIS to CCIS client. Payment is due within ten (10) days from the receipt of the invoice.

II. LEGAL AND POLICY COMPLIANCE

The parties agree to comply with the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 to 1681u (Sections 601 to 625 of the FCRA) and other applicable federal and state laws. CCIS client agrees to comply with all policies and procedures instituted by CCIS and required by CCIS's consumer reporting vendor(s). CCIS will provide CCIS client as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. CCIS client may terminate this agreement any time after notification of a change in policy in the event CCIS client deems such compliance as not within its best interest. CCIS client agrees that CCIS may monitor CCIS client on an ongoing basis to determine CCIS client's compliance with applicable law and the provisions of this Agreement. In the event CCIS determines that CCIS client is not in compliance with applicable law or this Agreement, CCIS may immediately discontinue services under this Agreement. CCIS client shall remain responsible for the payment for any services provided to CCIS client by CCIS prior to any such discontinuance. CCIS will provide, and CCIS client will utilize, training and training materials to CCIS client in order for CCIS client to comply with the federal Fair Credit Reporting Act and with the policies and procedures required by CCIS's consumer reporting vendor(s).

III. USE AND DISCLOSURE OF INFORMATION

The CCIS client certifies it will not sell, distribute or provide the information to any person or entity not a party to the Agreement unless the following provision exists. If approved by CCIS and CCIS's consumer reporting vendor(s) and authorized by the consumer, CCIS client may deliver the consumer credit information to a third party, secondary, or joint user with which CCIS client has an ongoing business relationship for the permissible use of such information. CCIS's consumer reporting vendor(s) may charge a fee for the subsequent delivery to secondary users. CCIS client agrees that CCIS or its consumer reporting vendor(s) may verify, through audit or otherwise, that CCIS 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. CCIS client is prohibited from reselling of credit report information provided by CCIS to CCIS client. CCIS client may disclose information received from CCIS to the consumer when CCIS client takes adverse action. In the event of disclosure to the consumer by CCIS client, CCIS shall be held harmless from any liability, damages, and cost of expense including reasonable attorney's fees resulting from CCIS client actions.

IV. OBTAINING INFORMATION UNDER FALSE PRETENSES

15 U.S.C. 1681Q (Section 619 of the FCRA) provides that any person who knowingly and willfully obtains Information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code, or imprisoned not more than two years, or both.

CERTIFICATION OF PERMISSIBLE PURPOSE

The CCIS client understands and agrees that, notwithstanding the fact that under federal law, CCIS client may have several permissible purposes to obtain consumer reports. CCIS client shall only obtain consumer reports for the permissible purpose(s) as indicated below and defined under the Fair Credit Reporting Act 15 U.S.C. §§ 1681b (Section 604 of the FCRA) and applicable state law. Specifically the CCIS client hereby certifies that it will request and use a consumer report for the following purposes **(Please initial all that apply)**:

- (A) 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 review or collection of an account of, the consumer; or
- (B) For employment purposes (Evaluating a consumer for employment, promotion, reassignment or retention); or **CCIS client agrees with the following conditions for obtaining a report for employment:**

Only the CCIS client's designated representatives will request credit reports. The CCIS client will forbid Employees from obtaining reports on themselves, associates, or any other person except in the exercise of their official duties.

Each time the CCIS client request a credit report for employment purposes it will comply with 15 U.S.C. §1681b (Section 604(b) of the FCRA), namely:

- 1) the consumer has been given a clear and conspicuous written notice, in advance (in a document that consists solely of the disclosure), that a consumer report may be requested for employment purposes;
- 2) the consumer has authorized the CCIS client, in writing, to procure the report;
- 3) the information in the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation;
- 4) Before taking adverse action, in whole or in part on the report, CCIS client will provide the consumer a copy of the report and a description of the consumer's rights under the FCRA.

- (C) For tenant screening purposes (Evaluating a consumer for rental or lease of real property)

(D) When it has a legitimate business need for the information (**specify that purpose in the space provided**).

- In connection with a business transaction initiated by the consumer, specifically _____

- To review an account to determine whether the consumer continues to meet the terms of the account, such as

V. NOTIFICATION, INVESTIGATION, CONSUMER REPORTING VENDOR AUDIT RIGHTS

By signing the Agreement, CCIS client acknowledges it received the FCRA Notices to Users and Furnishers. CCIS client agrees to conduct an investigation of dispute before the end of the 30-day period within which time CCIS is required to conduct the reinvestigation under the FCRA or within the period specified under applicable state law. Furthermore, CCIS client agrees that CCIS's consumer reporting vendor(s) shall have the right to audit records of CCIS client that are relevant to the provision of services as set forth in this agreement. CCIS client further agrees that it will respond within a requested time frame for information requested by CCIS's consumer reporting vendor(s) regarding information provided by such vendor(s) CCIS client understands that such vendor(s) may suspend or terminate access to the vendor(s) information in the event CCIS client does not cooperate with such an investigation.

DATA STORAGE AND ACCESS SECURITY

- A.** During the term of this Agreement, CCIS 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 CCIS's consumer reporting vendor(s). Without limiting the foregoing, CCIS may from time to time notify CCIS client of additional, updated or new requirements relating to such laws, compliance with which will be a condition of CCIS's continued provision of the credit information to CCIS client, and CCIS 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. CCIS client agrees to comply with any such new requirements no later than thirty (30) days after it actually receives notice from CCIS and such requirements shall be incorporated into this Agreement by this reference. CCIS client understands and agrees that CCIS may require evidence, including a certification that CCIS client understands and will comply with applicable laws.
- B.** CCIS client will implement strict security procedures designed to ensure that CCIS 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. CCIS client will treat and hold the services and the credit information in strict confidence and will restrict access to the services and the credit information to CCIS client's employees and customers who agree to act in accordance with the terms of this Agreement and applicable law. CCIS client will not forward or share information from CCIS's consumer reporting vendor(s) with any third party. CCIS client will inform CCIS client's employees and customers to whom any credit information is disclosed of the provisions of this agreement. CCIS client agrees to indemnify CCIS and its consumer reporting vendor(s) for any claims or losses incurred by CCIS client as a result of the misuse of the services or the credit information by CCIS client or CCIS client's affiliates, employees, agents, subcontractors or customers in violation of this Agreement.

VI. DISPOSAL OF CONSUMER INFORMATION

CCIS client agrees that it will properly dispose of all consumer information. "Consumer Information", as used herein, shall mean any record (or compilation thereof) about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. CCIS client shall comply with all applicable state laws regarding consumer credit or consumer identity protection.

VII. DATA BREACH RESPONSIBILITIES AND PROCEDURES

- A.** CCIS client shall notify CCIS 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, CCIS client agrees to cooperate with CCIS and with CCIS's consumer reporting vendor(s) in any investigation relating thereto. The nature and timing of any notifications required herein shall be under the control of CCIS's consumer reporting vendor(s), 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 CCIS client has an e-mail address for the subject persons.
 - (4) Conspicuous posting of the notice on the web site of the CCIS 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. In the event the breach is determined by CCIS's consumer reporting vendor(s) to be within the control of CCIS client,
 - (1) CCIS 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 changes that may indicate fraud or ID theft from at least one of the national consumer credit reporting bureaus, and
 - (2) CCIS's consumer reporting vendor(s) and CCIS may assess CCIS client an expense recovery fee.

VIII. CHANGE OF OWNERSHIP, SUCCESSORS AND ASSIGNS

This contract shall inure to the benefit of CCIS, its parent, if any, subsidiaries, and affiliates. The CCIS client may not assign or transfer this agreement without CCIS's prior written consent. The CCIS client agrees that CCIS may assign the Agreement to related or affiliated companies at its discretion without interference from the CCIS client. Furthermore, CCIS client agrees to notify CCIS of any change of ownership or control fifteen days prior to any such change. CCIS 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.

IX. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or representations.

X. MINIMUM TERMS; TERMINATION

This Agreement sets forth the minimum terms and conditions under which CCIS provide service to the CCIS client. Nothing herein shall obligate either party to purchase or to sell the services described herein, and either party may terminate this agreement *upon written notice to the other party*.

XI. LIMITATIONS OF LIABILITY

No information furnished to the CCIS client is guaranteed and CCIS, Experian, Trans Union, and Equifax shall not be liable for loss caused by neglect or act of CCIS, its employees, or agents in procuring, collecting and communicating any information furnished to subscribers. CCIS shall not be liable for any loss or injury to CCIS client resulting from the obtaining or furnishing of such information. It shall not be deemed to have guaranteed the accuracy of such information, such information being based, however, upon reports obtained from sources considered by CCIS to be reliable.

XII. GOVERNINIG LAW; JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of the state where CCIS is located. Any disputes arising from this contract may be resolved informally or submitted to the jurisdiction of the county where CCIS is located.

XIII. EFFECTIVE DATE

The parties' authorized representatives have executed this Agreement on ____ day of _____.20_____.

MEMBER

Signature: _____
(Authorized Representative)

Name: _____
(Print)

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: () _____ Fax: _____

Business Type: _____

CCIS

By: _____
(Authorized Representative)

Name: _____
(Print)

Consent Addendum

I. CERTIFICATION OF PERMISSIBLE PURPOSE

CCIS Client certifies that it will obtain a consumer report only with the express written consent of the consumer who is the subject of the report in accordance with Section 604a (2) of the FCRA. It further certifies that it will use the information in the consumer report only for this purpose and for no other.

II. REQUIREMENTS FOR CONSENT OF CONSUMER'S WRITTEN CONSENT

The CCIS Client shall request in writing from the consumer written permission to obtain a consumer report on the consumer and the specific reason(s) for obtaining the consumer report. If on the same form, the CCIS Client seeks consent from the consumer to access or obtain records or items in addition to a consumer report. This delineation may occur by the CCIS Client using a check mark or an "x" on the form next to its request for a consumer report so that the consumer knows that it is specifically consenting to the CCIS Client obtaining a consumer report.

In addition to the above requirements, the form that the CCIS Client will use in obtaining the consumer's consent shall provide a space for the consumer's signature and for the date that the consumer signed the report.

III. SCOPE OF THE CONSENT AND USE OF THE CONSUMER REPORT

CCIS Client will be able to obtain and use a consumer report only for the specific reasons that it originally provided to the consumer in the written consent form.

IV. MAINTENANCE OF RECORDS OF CONSUMER'S WRITTEN CONSENT

In order to comply with its certification of permissible purpose in Section I of the Addendum, CCIS Client shall maintain in a separate file legible copies of the consumer's express written consent. These copies shall be maintained for three years.

V. AUDIT

In order to ensure that the CCIS Client is complying with its obligations under the Fair Credit Reporting Act and as specified in the CCIS Client Contract and this Addendum, CCIS shall have the right to conduct audits at the CCIS Client's location on a periodic basis. Before conducting the audit, CCIS will provide the CCIS Client with reasonable advance notice of the date and time of the audit. CCIS shall perform the audit during regular working hours.

Fannie Mae Addendum –This Section applies only to Mortgage Brokers \ Bankers

Whenever the Member receives changes to information on a merged credit report from the Credit Bureau, the Member will communicate these changes to Fannie Mae as part of any reissue of the merged credit report.

Acknowledgment of Receipt of Copy of Fair Credit Reporting Act

A copy of the "Fair Credit Reporting Act", "Summary of Consumer Rights", "Notice of Furnishers", and "Notice to Users" has been provided to me by California Credit Information Solutions.

I understand that any violation of the Fair Credit Reporting Act may result in a fine and/or (2) years in jail.

CLIENT

CCIS REPRESENTATIVE

By: _____

By: _____

Name: (Print) _____

Print Name: _____

Title: _____

Subscriber # Assigned: _____

**END USER CERTIFICATION OF USE
FOR
EMPLOYMENT INSIGHT REPORTS**

In compliance with the Federal Fair Credit Reporting Act as amended by the Consumer Credit Reporting Reform Act of 1996 (the "Act"), _____ ("End User") hereby certifies to Consumer Reporting Agency that it will comply with the following provisions:

1. End User will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes (an Employment Insight Report):
 - a. a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
 - b. the consumer has authorized in writing the procurement of the report by the End User

2. In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, the End User shall provide to the consumer to whom the report relates
 - a. a copy of the report; and
 - b. a description in writing of the rights of the consumer under the Act, a copy of which is attached hereto ("Summary of Consumer Rights").

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

End User hereby acknowledges receipt of the Summary of Consumer Rights.

(Name of End User)

(Signature)

(Title)

(Date)