



Subscriber Agreement

Please note that your response is required on pages 1, 4, 17 & 19.

THIS AGREEMENT made this _____ day of _____, in the year _____
between _____,

(Hereinafter referred to as "CLIENT" and/or "SUBSCRIBER") and APSCREEN, Inc., (hereinafter referred to as "COMPANY" and/or APSCREEN.)

Client's Type of Business _____.

Services are to be requested for the following permissible purposes, as specified under the Fair Credit Reporting Act: (Check all that apply):

- _____ EMPLOYMENT SCREENING SERVICES
- _____ TENANT QUALIFICATION SERVICES (Tenant Screening)
- _____ FINANCIAL GUARANTOR QUALIFICATION SERVICES (Personal Financial Guaranty)
- _____ PERMISSIBLE PURPOSE DUE DILIGENCE SERVICES (Personal/Business Qualification)

RECITALS

1. Platform

All-Inclusive Agreement

This Agreement encompasses many important and necessary components for the consent, use, maintenance and retention of Consumer Reports, as defined by law. Since the agreement in whole and in each of its parts conveys specific legal and business requirements upon all parties to the Agreement and, for each specific use as defined above, please MAKE SURE that you have read and understand each and every provision of this agreement before signing it. Applicable provisions for this Agreement which apply to ALL users of APSCREEN services include sections: 1,2,3,4,5,6,8 & 9.

As always, **APSCREEN** may be contacted during normal business hours if you have questions about this agreement. Your signature below signifies that you have read the entire agreement, understand it and acknowledge the ramifications underlying the components included herein and agree without reservation to comply with all of the provisions.

COMPANY, is a Certified Consumer Reporting Agency and warrants that it is authorized to execute the PURVEYANCE of "CONSUMER REPORTS" and "INVESTIGATIVE CONSUMER REPORTS" as well as may purvey any ancillary attributable Consumer and Business Information for legitimate business purposes, as defined in Public Law 91-508, Title VI, (Fair Credit Reporting Act [FCRA]); Public Law 91-508, Title VI (Revised) Fair and Accurate Credit Transactions Act (FACTA); Public Law 106-102 (Gramm-Leach-Bliley Act) as well as any and all other applicable State, Federal and/or local statutes. For more information about these federally mandated laws, please visit: <http://www.ftc.gov>, and the attributable Privacy and Consumer Reporting Law websites attributable to the State(s) where your firm conducts business.

CLIENT is in the business stated above and has a legitimate need for services rendered by COMPANY.

Services rendered by COMPANY are not intended as evaluative, unless so ordered and are submitted, without opinion to the CLIENT, for CLIENT's above stated use in determining the qualifications of the Consumer or business enterprise being considered for employment, financial guaranty or other association as defined by the FCRA/FACTA. Any opinions tendered by COMPANY to CLIENT are understood to be provided for use by CLIENT at its own risk and no liability whatsoever is assumed for any opinion tendered by COMPANY.

2. GENERAL AGREEMENT

CLIENT agrees to the terms and conditions herein, and to any and all conditions in any and all industry-specific amendments, attachments and/or exhibits incorporated herein, which are to be executed at the time of the execution of this entire, inclusive agreement, or in the future, should CLIENT wish to use additional services by COMPANY.

3. Compliance

CLIENT UNDERSTANDS that, because Consumer Privacy and Reporting is a highly fluid compliance environment, that from time to time, as required by COMPANY'S information providers, changes to this agreement may arise from compliance audits and thus may be required to be implemented which may affect some or all of the provisions of this agreement. COMPANY agrees to submit said changes to this agreement in writing to CLIENT as soon as is feasible, and as advised by Counsel.

4. FCRA Requirements - Federal Fair Credit Reporting Act (as amended by the Consumer Credit Reporting Reform Act of 1996)

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. We have included a copy of the FCRA with your membership kit. We suggest that you and your employees become familiar with the following sections in particular:

- § 604. Permissible Purposes of Reports
- § 607. Compliance Procedures
- § 615. Requirement on users of consumer reports

- § 616. Civil liability for willful noncompliance
- § 617. Civil liability for negligent noncompliance
- § 619. Obtaining information under false pretenses
- § 621. Administrative Enforcement
- § 623. Responsibilities of Furnishers of Information to Consumer
Reporting Agencies
- § 628. Disposal of Records

Each of these sections is of direct consequence to users who obtain reports on consumers.

As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes.

We strongly endorse the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate.

We support consumer reporting legislation that will assure fair and equitable treatment for all consumers and users of credit information.

5. End-User Certification of Compliance - California Civil Code - Section 1785.14(a)

CLIENT certifies that it is the END USER of the Information provided by COMPANY.

CLIENT acknowledges by signature and certifies further compliance as defined below, incorporated and made a part of this agreement:

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, CLIENT hereby certifies to Consumer Reporting Agency as follows: **(Please initial the appropriate line below)**

CLIENT: _____(IS) _____(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").

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

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

If CLIENT is not a Retail Seller who issues credit in Point of Sale transactions, CLIENT agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, CLIENT 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.

6. Resale to Third Parties

CLIENT certifies that it will not sell or otherwise communicate the Consumer Reports to any third party.

7. SPECIFIED USE

Basis

It is not unusual that **APSCREEN** Clients hire **APSCREEN** to provide one type of information service, and then add additional services as required from time to time. This Agreement provides for the purveyance of the most common services provided by **APSCREEN**, as specified below, and is intended to allow for the seamless addition of **APSCREEN** services without need to re-subscribe; therefore,

CLIENT is hiring COMPANY to provide EMPLOYMENT SCREENING SERVICES and/or TENANT QUALIFICATION SERVICES (Tenant Screening) and/or FINANCIAL GUARANTOR QUALIFICATION SERVICES (Personal Financial Guaranty) and/or PERMISSIBLE PURPOSE DUE DILIGENCE SERVICES (Personal/Business Qualification) which may include credit scoring products such as FICO Scores.

CLIENT expressly agrees to the following:

As to EMPLOYMENT SCREENING SERVICES:

1. **APSCREEN** has access to consumer reports from one or more consumer credit reporting agencies.
2. CLIENT certifies that it has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
3. Subscriber shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by **APSCREEN** from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.
4. Subscriber certifies that it will not request a Consumer Report for Employment Purposes unless:
 - A. A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;
 - B. The consumer has authorized in writing the procurement of the report; and
 - C. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
5. Subscriber further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer:
 - A. A copy of the Consumer Report for Employment Purposes; and
 - B. A copy of the consumer's rights, in the format approved by the FTC, which notice shall be supplied to Subscriber by **APSCREEN**.

6. Subscriber agrees that it shall use Consumer Report for Employment Purposes only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties not involved in the current employment decision.
7. Per Section 618 of the FCRA, Subscriber will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
8. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, **APSCREEN** may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

As to TENANT QUALIFICATION SERVICES and/or FINANCIAL GUARANTOR QUALIFICATION SERVICES and/or GENERAL PERMISSIBLE PURPOSE DUE DILIGENCE REPORTING SERVICES:

1. COMPANY has access to consumer reports from one or more consumer credit reporting agencies.
2. CLIENT certifies that it has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) as amended by the Consumer Credit Reporting Reform Act of 1996, hereinafter called "FCRA." The subscriber certifies their permissible purpose as:
 - 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; and where written permission of the consumer has been obtained or;
 - In connection with a tenant screening or personal or business financial guaranty application involving the consumer; and where written permission of the consumer has been obtained; or
 - In accordance with the written instructions of the consumer; and where written permission of the consumer has been obtained; or
 - For a legitimate business need in connection with a business transaction that is initiated by the consumer; and where written permission of the consumer has been obtained; or
 - As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks and where written permission of the consumer has been obtained
3. CLIENT certifies that it will request consumer reports pursuant to procedures prescribed by COMPANY from time to time only for the permissible purpose(s) certified above, and will use the reports obtained for no other purpose.
4. Per Section 618 of the FCRA, Subscriber will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

5. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
6. CLIENT shall use each consumer report only for a one-time use and shall hold the report in strict confidence, and agrees not to disclose it to or sell 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, or as otherwise provided for by law. Moreover, unless explicitly authorized in this Agreement or in the separate CREDIT SCORING SERVICES AGREEMENT (FICO)* agreement as follows, incorporated into and made a part of the Agreement, between COMPANY and CLIENT, for scores obtained from Trans Union LLC, EXPERIAN, or EQUIFAX or as explicitly otherwise authorized in advance and in writing by Trans Union LLC, EXPERIAN or EQUIFAX through COMPANY, CLIENT shall not disclose to consumers or any third party, any nor all such scores provided under this Agreement, unless clearly required by law.

***Credit Scoring Service Agreement (FICO)**

WHEREAS, **APSCREEN** is an authorized reseller of EXPERIAN INFORMATION SOLUTIONS, INC. TRANSUNION, LLC and EQUIFAX Inc. (“Bureaus”) WHEREAS, Bureaus and Fair, Isaac Corporation (“Fair, Isaac”) offer the various Bureaus/Fair, Isaac Model(s), consisting of the application of a risk model developed by Bureaus 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 Bureaus/Fair, Isaac Model(s) from Provider.

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

C. Term. **APSCREEN** and End User agree that this Agreement shall remain in force unless otherwise terminated by either party with 30 days written notice. **APSCREEN** reserves the right to immediately terminate service if it determines that any part of this Agreement is not upheld or breached in any manner.

2. Bureaus/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. **APSCREEN** shall provide timely reporting to End User as it is able to do so given Bureaus, Fair Isaac, physical, electronic or other applicable constraints

C. Warranty. **APSCREEN** 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 there under. 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 Bureaus/Fair, Isaac Model(s) in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 et seq.). Rev. March 18, 2009 2 of 3 Credit Scoring Services Agreement.doc

D. Release. End User hereby releases and holds harmless **APSCREEN**, Fair Isaac and/or Bureaus and their respective officers, directors, employees, agents, sister or affiliated companies, and any third-party contractors or suppliers of **APSCREEN**, Fair, Isaac or Bureaus 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

Services by **APSCREEN** to End User are provided per the latest published Fee Schedule.

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 **APSCREEN**, Bureaus and/or Fair, Isaac or any third party involved in the delivery of the scoring services hereunder. End User acknowledges that the Bureaus/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, **APSCREEN** grants to End User a limited license to use information contained in reports generated by the Bureaus/Fair, Isaac Model(s) solely in its own business with no right to sublicense or otherwise sell or distribute said information to third parties. Before directing **APSCREEN** 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 each Bureau 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 **APSCREEN**, Bureaus 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 Bureaus 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 Bureaus 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 Rev. March 18, 2009 3 of 3 Credit Scoring Services Agreement.doc

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, Bureaus and Fair, Isaac. End User will indemnify, defend, and hold each of **APSCREEN**, Bureaus 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 Bureaus/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, BUREAUS 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 **APSCREEN**, BUREAUS 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 Bureaus and Fair, Isaac. End User further acknowledges that each Bureau and Fair, Isaac have a proprietary interest in said Scores and agrees that either the Bureaus or Fair, Isaac may enforce those rights as required.

B. Complete Agreement. This Agreement sets forth the entire understanding of End User and **APSCREEN** with respect to CREDIT SCORING (FICO) Services 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.

End User agrees to maintain all information provided under this agreement in strict confidence, and may not divulge any information to unauthorized third parties unless as required by law. End User further agrees not to re-sell any information under this agreement to any third parties.

8. ACCESS SECURITY REQUIREMENTS

CLIENT acknowledges by signature and agrees to implement all security controls, and follow all security requirements identified below and incorporated as part of this Agreement:

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:

FCRA Section 618 (2) states that anyone using a credit report must preserve all written or recorded information connected with an application for 5 years. You agree to retain all records pertaining to any and all credit reports, applications, Consents, Notices to Consumer or sales contracts obtained for the purposes specified herein for a period of not less than 5 years.

“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.”

Glossary of Terms

Term	Definition
Computer Virus	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus

	replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.
Confidential	Very sensitive information. Disclosure could adversely impact our company.
Encryption	Encryption is the process of obscuring information to make it unreadable without special knowledge.
Firewall	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
Lifecycle	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
IP Address	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices - including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.
Peer-to-Peer	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.
Router	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.
Spyware	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.
SSID	Part of the Wi-Fi Wireless LAN, a service set identifier (SSID) is a code that identifies each packet as part of that network. Wireless devices that communicate with each other share the same SSID.
Subscriber Code	Your seven digit credit reporting agency account number.
WEP Encryption	(Wired Equivalent Privacy) A part of the wireless networking standard intended to provide secure communication. The longer the key used, the stronger the encryption will be. Older technology reaching its end of life.
WPA	(Wi-Fi Protected Access) A part of the wireless networking standard that provides stronger authentication and more secure communications. Replaces WEP. Uses dynamic key encryption verses static as in WEP (key is constantly changing and thus more difficult to break than WEP).



EXHIBIT A

Qualified Subscriber Terms and Conditions

Equifax Information Services LLC ("Equifax")

Equifax Information Services (as defined below) will be received by Qualified Subscriber through CRA subject to the following conditions (the "Terms and Conditions"):

1. Any information services and data originating from Equifax (the "Equifax Information Services" or "Equifax Information") will be requested only for Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted under the last sentence of this Paragraph. Only designated representatives of Qualified Subscriber will request Equifax Information Services on Qualified Subscriber's employees, and employees are forbidden to obtain consumer reports on themselves, associates or any other persons except in the exercise of their official duties. Qualified Subscriber will not disclose Equifax Information to the subject of the report except as permitted or required by law, but will refer the subject to Equifax.
2. Qualified Subscriber will hold Equifax and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of Equifax Information by Qualified Subscriber, its employees or agents contrary to the conditions of Paragraph 1 or applicable law.
3. Recognizing that information for the Equifax Information Services is secured by and through fallible human sources and that, for the fee charged, Equifax cannot be an insurer of the accuracy of the Equifax Information Services, Qualified Subscriber understands that the accuracy of any Equifax Information Service received by Qualified Subscriber is not guaranteed by Equifax, and Qualified Subscriber releases Equifax and its affiliate companies, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the Equifax Information Services and from any loss or expense suffered by Qualified Subscriber resulting directly or indirectly from Equifax Information.
4. Qualified Subscriber will be charged for the Equifax Information Services by CRA, which is responsible for paying Equifax for the Equifax Information Services.
5. Written notice by either party to the other will terminate these Terms and Conditions effective ten (10) days after the date of that notice, but the obligations and agreements set forth in Paragraphs 1, 2, 3, 6, 7, and 8 herein will remain in force.
6. Qualified Subscriber certifies that it will order Equifax Information Services that are consumer reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Qualified Subscriber intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for one of the following permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (iv) when Qualified Subscriber otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the accounts; or (v) for employment purposes; provided, however, that QUALIFIED SUBSCRIBER IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES UNLESS QUALIFIED SUBSCRIBER HAS AGREED IN WRITING TO THE TERMS AND CONDITIONS OF THE EQUIFAX PERSONA SERVICE. Qualified Subscriber will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act, Gramm-Leach-Bliley Act and any amendments to them, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the consumer. Qualified Subscriber will use each consumer report ordered under these Terms and Conditions for one of the foregoing purposes and for no other purpose.
7. It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title

18, United States Code, imprisoned for not more than two (2) years, or both." Equifax may periodically conduct audits of Qualified Subscriber regarding its compliance with these Terms and Conditions, including, without limitation, the FCRA, other certifications and security provisions in these Terms and Conditions. Audits will be conducted by mail whenever possible and will require Qualified Subscriber to provide documentation as to permissible use of particular consumer reports. Qualified Subscriber gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Qualified Subscriber's material breach of these Terms and Conditions, constitute grounds for immediate suspension of service or termination of these Terms and Conditions, notwithstanding Paragraph 5 above. If Equifax terminates these Terms and Conditions due to the conditions in the preceding sentence, Qualified Subscriber (i) unconditionally releases and agrees to hold Equifax harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against Equifax in connection with such termination.

8. California Law Certification. Qualified Subscriber will refer to **Exhibit 1-A** in making the following certification, and Qualified Subscriber agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act.

(QUALIFIED SUBSCRIBER'S AUTHORIZED REPRESENTATIVE MUST PLACE HIS/HER INITIALS NEXT TO THE APPLICABLE SPACE BELOW)

<p>1. Do you, Qualified Subscriber certify you are a "retail seller," as defined in Section 1802.3 of the California Civil Code and referenced in Exhibit A1?</p> <p><input type="checkbox"/> yes</p> <p><input checked="" type="checkbox"/> no</p> <p>2. Do you, Qualified Subscriber issue credit to consumers who appear in person on the basis of an application for credit submitted in person?</p> <p><input type="checkbox"/> yes</p> <p><input checked="" type="checkbox"/> no</p>
--

9. Vermont Certification. Qualified Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Qualified Subscriber certifies that it will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Qualified Subscriber has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Qualified Subscriber further certifies that the attached copy of Section 2480e (**Exhibit 1-B**) of the Vermont Fair Credit Reporting Statute was received from Equifax.

10. Data Security.

10.1. This Paragraph 10 applies to any means through which Qualified Subscriber orders or accesses the Equifax Information Services including, without limitation, system-to-system, personal computer or the Internet.

For the purposes of this Paragraph 10, the term "Authorized User" means a Qualified Subscriber employee that Qualified Subscriber has authorized to order or access the Equifax Information Services and who is trained on Qualified Subscriber's obligations under these Terms and Conditions with respect to the ordering and use of the Equifax Information Services including Qualified Subscriber's FCRA and other obligations with respect to the access and use of consumer reports.

10.2. Qualified Subscriber will, with respect to handling Equifax Information:

- (a) ensure that only Authorized Users can order or have access to the Equifax Credit Information;
- (b) ensure that Authorized Users do not order consumer reports for personal reasons or provide them to any third party except as permitted by this Agreement;
- (c) inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
- (d) ensure that all devices used by Qualified Subscriber to order or access the Equifax Credit Information are placed in a secure location and accessible only by Authorized Users, and that such devices are secured

when not in use, through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures;

(e) take all necessary measures to prevent unauthorized ordering of or access to the Equifax Credit Information by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the Qualified Subscriber security codes, member numbers, User IDs, and any passwords Qualified Subscriber may use (collectively, "Security Information"), to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited,

(f) change Qualified Subscriber's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Equifax Credit Information, or if Qualified Subscriber suspects an unauthorized person has learned the password. Additionally, perform at least quarterly entitlement reviews to recertify and validate Authorized User's access privileges,

(g) adhere to all security features in the software and hardware Qualified Subscriber uses to order or access the Equifax Credit Information, including the use of IP restriction;

(h) implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts;

(i) in no event access the Equifax Credit Information via any hand-held wireless communication device, including, but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals;

(j) not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs and DVDs) to store the Equifax Credit Information. In addition, Equifax Credit Information must be encrypted when it is not in use and all printed Equifax Credit Information, must be stored in a secure, locked container when not in use and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose;

(k) if Qualified Subscriber sends, transfers or ships any Equifax Credit Information, encrypt the Equifax Credit Information using minimum standards of Advanced Encryption Standard (AES), minimum 128-bit key, or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms, which standards may be modified from time to time by Equifax;

(l) not ship hardware or software between Qualified Subscriber's locations or to third parties without deleting all Security Information and any consumer information;

(m) monitor compliance with the obligations of this Section 8, and immediately notify Equifax if Qualified Subscriber suspects or knows of any unauthorized access or attempt to access the Equifax Credit Information, including, without limitation, a review of each Equifax invoice for the purpose of detecting any unauthorized activity,

(n) if, subject to Section 5, Qualified Subscriber uses a Service Provider to establish access to the Equifax Credit Information, be responsible for the Service Provider's use of Security Information, and ensure the Service Provider safeguards such Security Information through the use of security requirements that are no less stringent than those applicable to Qualified Subscriber under this Section 8;

(o) use commercially reasonable efforts to assure data security when disposing of any consumer report information or record obtained from Equifax. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Qualified Subscriber's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records.

(p) use commercially reasonable efforts to secure Equifax Credit Information when stored on servers, subject to the following requirements: (i) servers storing Equifax Credit Information must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Equifax Credit Information through multiple layers of network security, including but not limited to industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Equifax Credit Information,

which must include authentication and passwords that are changed at least every ninety (90) days, and (iii) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available;

(q) not allow Equifax Information to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices;

(r) use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review ;

(s) provide immediate notification to Equifax of any change in address or office location and is subject to an onsite visit of the new location by Equifax or its designated representative, and;

(t) in the event Qualified Subscriber has a security incident involving Equifax Credit Information, Qualified Subscriber will fully cooperate with Equifax in a security assessment process and promptly remediate any finding.

11. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflicts of laws provisions. These Terms and Conditions constitute the entire agreement of the parties with respect to Qualified Subscriber receiving Equifax Information Services and no changes in these Terms and Conditions may be made except in writing by an officer of Equifax.

_____* Qualified Subscriber has read and understands these Terms and Conditions. (To be initialed by the person signing on behalf of Subscriber.)

_____* Qualified Subscriber has read the attached **Exhibit 1-C** "Notice to Users of Consumer Reports, Obligations of Users" which explains Qualified Subscriber's obligations under the FCRA as a user of consumer report information. (To be initialed by the person signing on behalf of Qualified Subscriber.)

**EXHIBIT 1-A to CRA Qualified Subscriber Terms and Conditions
State Compliance Matters**

California Retail Seller

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Qualified Subscriber under the following circumstances: (a) if Qualified Subscriber is a "retail seller" (defined in part by California law as "a person engaged in the business of selling goods or services to retail buyers") and is selling to a "retail buyer" (defined as "a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale") and a consumer about whom Qualified Subscriber is inquiring is applying, (b) in person, and (c) for credit. Under the foregoing circumstances, Equifax, before delivering a consumer report to Qualified Subscriber, must match at least three (3) items of a consumer's identification within the file maintained by Equifax with the information provided to Equifax by Qualified Subscriber in connection with the in-person credit transaction. Compliance with this law further includes Qualified Subscriber's inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer's presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Qualified Subscriber designated in Paragraph 8 of the Terms and Conditions that it is NOT a "retail seller," Qualified Subscriber certifies that it will instruct its employees to inspect a photo identification of the consumer at the time an application is submitted in person. If Qualified Subscriber is not currently, but subsequently becomes a "retail seller," Qualified Subscriber agrees to provide written notice to Equifax prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Exhibit, and with the specific certifications set forth herein.

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

**EXHIBIT 1-B to CRA Qualified Subscriber Terms and Conditions
Vermont Fair Credit Reporting Contract Certification**

The undersigned, _____* (“Qualified Subscriber”), acknowledges that it subscribes to receive various information services from Equifax Information Services LLC (“Equifax”) in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the “VFCRA”) and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the “FCRA”) and its other state law counterparts. In connection with Qualified Subscriber’s continued use of Equifax information services in relation to Vermont consumers, Qualified Subscriber hereby certifies as follows:

Vermont Certification. Qualified Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Qualified Subscriber certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Qualified Subscriber has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Qualified Subscriber further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reporting Statute was received from Equifax.

Qualified Subscriber: _____* (please print)

Signed By: _____*

Printed Name: _____*

Title: _____*

Account Number: _____*

Date: _____*

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Printed Name:

Title:

Mailing Address:

City: _____* State: _____* Zip:

E-Mail Address:

Phone: _____* Fax:

Attachment to EXHIBIT 1-B

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 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.

EXHIBIT 1-C to CRA Qualified Subscriber Terms and Conditions
NOTICE TO USERS OF CONSUMER REPORTS:
OBLIGATIONS OF USERS UNDER THE FCRA

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

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

- 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.

- **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.

- **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.

- **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. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

- **CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

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

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

- **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.

- 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.

- 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.

- 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 federal regulations – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

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

- 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.

- **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 consumer.

- **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.

- 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 CFPB's Web site, www.consumerfinance.gov/learnmore, 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 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681cA
Section 605B	15 U.S.C. 1681cB
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h

Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

***Certain Sections of this Exhibit and sub-exhibits call for initials, signatures, addresses, and other information. The signatures at the end of the Subscriber Agreement shall specifically constitute agreement with all provisions of this Equifax Exhibit and it's sub-exhibits.**

9. GENERAL AGREEMENT (Cont'd)

Intended Use

CLIENT certifies that it intends to use the information provided by COMPANY in accordance with its stated intent. Certified by its stated business type, above, and for no other purpose, unless requested of COMPANY in writing. CLIENT also understands that no member of CLIENT's company may obtain information on themselves, as this is a violation of Federal Law, and violates COMPANY's Consumer Reporting Agency and/or (where applicable) Reseller certification(s), and any attempt to do so will result in the immediate suspension of service to CLIENT.

Audit

In keeping with COMPANY's commitment to safeguard Consumer Privacy, CLIENT agrees to free and open access to all information, files, processes, procedures that relate in any way to the use of the information provided by COMPANY, and expressly consents to any audits required of COMPANY by Federal or State law, or by contractual requirements of COMPANY's providers.

Accuracy

COMPANY makes every reasonable effort to provide accurate and compliant reporting. Information procurement, reporting, and statutory compliance issues are many times beyond a providers' ability to control them, therefore, issues could occur which may include, but are not limited to omitted or miscommunicated information, therefore the information provided by COMPANY is provided under the expressed condition that COMPANY accepts no liability whatsoever for any direct, indirect or consequential damages, beyond the amount charged for its service. However in the event, COMPANY is deemed to have caused the error, COMPANY will make every effort to correct the error at no additional cost to the client, save and except for any direct, indirect or consequential damages, which may occur as a result of the error.

Compliance Help

From time to time, CLIENT may wish to engage COMPANY to assist in complying with applicable laws in a more timely or efficient manner. Therefore, CLIENT authorizes COMPANY act as its AGENT to perform said services, AT WILL, with no formal contractual notice, and CLIENT assumes any and all liability in connection with COMPANY's agency in this regard.

Pricing

COMPANY agrees to render services at the agreed to price, and reserves the right to change prices given ten days notice. COMPANY also advises that it has NO CONTROL over jurisdictional or third party pricing, and therefore may adjust prices for necessary jurisdictional or third party disbursements without notice.

Payment

CLIENT agrees to tender payment for services rendered UPON PRESENTATION OF INVOICE, and that invoices not fully paid within a 30 day time period from the Invoice Date, shall be charged an amount equal to the prevailing legal rate of interest governing open book accounts under the Laws of the State of California, and CLIENT agrees that it will pay ANY AND ALL costs associated with the collection of any monies due on open book account, not paid in accordance with the above terms.

Right to Suspend Service

COMPANY reserves the right to suspend or terminate service without notice if CLIENT is determined to be in violation of any portion of this agreement.

Severability

In the event any portion of this Agreement becomes void, all other portions shall remain in force, and the voided portion shall have no effect on the validity of the remainder of the Agreement.

In the event either party pursues an action to enforce all or part of the agreement, all parties shall be responsible for their attorney's fees, and/or any and all fees attributable to the pursuit, unless the action is to enforce payment for services rendered, wherein the prevailing party shall be entitled to any and all reasonable attorney's fees and costs associated therewith.

Term

This Agreement shall remain in force, in perpetuity, unless terminated in writing by either party, and shall be binding on, and shall be for the benefit of the parties hereto and their respective, successors and assigns.

APSCREEN, Inc. by: _____ Title: _____

Name/Title (Printed): _____

CLIENT by: _____ Title: _____

Name/Title (Printed): _____

Client Address: _____

Telephone: (_____) _____ FAX: (_____) _____

Date Signed by CLIENT: _____ E-Mail: _____

Account Number Assigned: _____ By: _____