



Panther Valley Mall  
P O Box 5000, Route 517  
Allamuchy, NJ 07820  
Phone (800) 275-7722 Fax (908) 684-4250

## CLIENT INFORMATION AGREEMENT

### GENERAL COMPANY INFORMATION

Client Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Alternate Business Name / DBA \_\_\_\_\_  
Physical Address \_\_\_\_\_ Fax # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Previous Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Date in Business? \_\_\_\_\_ Type: \_\_\_\_\_ Sole Owner \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC  
Your business address is (select one): \_\_\_\_\_ Commercial \_\_\_\_\_ Residential  
If Incorporated: State of \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_  
Nature of Business / Products Sold: \_\_\_\_\_

### REFERENCES

Bank \_\_\_\_\_ Branch \_\_\_\_\_  
Telephone \_\_\_\_\_ Checking Account # \_\_\_\_\_  
1. Business Reference \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_  
Account # \_\_\_\_\_ Contact \_\_\_\_\_  
2. Business Reference \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_  
Account # \_\_\_\_\_ Contact \_\_\_\_\_  
3. Business Reference \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_  
Account # \_\_\_\_\_ Contact \_\_\_\_\_

### PRINCIPAL OF THE COMPANY

**AUTHORIZATION: I understand that by completing the information below, I authorize CIS to obtain credit information on me, and that my creditworthiness may be considered in the application approval process. My signature below guarantees all obligations and liabilities of the above named company to CIS information Services.**

\*\*\* Signature \_\_\_\_\_  
Principal Name \_\_\_\_\_ Title \_\_\_\_\_ SS# \_\_\_\_\_  
Home Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### BILLING CONTACT

Name \_\_\_\_\_ Phone \_\_\_\_\_ Ext \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

### ACCOUNT ADMINISTRATOR (person in-charge of user set-up and lock outs)

Name \_\_\_\_\_ Email address: \_\_\_\_\_

## USER SERVICE AGREEMENT

1. The undersigned User hereby petitions CIS Information Services (“CIS”) to render service in accordance with its customary practices, for which User agrees to pay promptly on billing by CIS the fees provided on “Basic Pricing Schedule.” CIS may from time to time diminish or increase the charges to User by written notice mailed or delivered to User at its business address and in such event User agrees to pay to revised charges unless User shall terminate this agreement as hereinafter provided.

2. As a CIS Client you certify that your **permissible purpose** for ordering credit reports is:

1. In connection with qualifying a mortgage applicant
2. 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
3. In connection with a tenant screening application involving the consumer
4. For a legitimate business need in connection with a business transaction that is initiated by the consumer
5. As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.

\*\*\* Your Permissible Purpose is (please select from above list): \_\_\_\_\_

3. User certifies that it will request consumer reports pursuant to procedures prescribed by CIS from time to time and only for the permissible purpose certified above, and will use the reports obtained for no other purpose. User shall use each consumer report only for a one-time use and shall hold the report in strict confidence, and not to disclose it to any third parties; provided, however that User 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. User agrees that consumer reports on employees will not be requested. User will maintain copies of all proof of permissible purpose documentation, as required by the Fair Credit Reporting Act, for a minimum of five (5) years from the date of inquiry. User further agrees, as requested, promptly to furnish by telephone or in writing to CIS all required information covering transactions by the User and its consumers, and to indemnify and hold harmless CIS, Trans Union, Equifax Information Services, Experian Information Solutions, any other consumer reporting vendors, and each of the other Users and the officers and employees of each, jointly and severally, from any loss, damage, attorney's fees and costs arising from any claim or suit based on alleged violation of any provision of this agreement.

4. This agreement shall continue in force without any fixed date of termination, subject to cancellation by either party upon ten (10) days prior written notice mailed or delivered to the office of the other party; further subject to the right of CIS at any time and without prior notice, to terminate this agreement in event of any federal or state law or decision which affects the economic operation of CIS or any violation by User of any provision of this agreement, and further subject to the right of User at any time and without prior written notice, to terminate this agreement in event of increase in charges to the User, as provided herein.

5. No information furnished to User is guaranteed nor is CIS in any way responsible for such information. CIS shall not be responsible or liable for any loss caused by neglect or act of any of its servants, agents, attorneys, clerks or employees in procuring, collecting and communicating any information furnished by or to User. No promise, statement, representation or agreement made by any employee or other representative of CIS and not expressed in this agreement shall bind it contractually or otherwise to User.

6. User hereby agrees to comply with all policies and procedures instituted by CIS and required by CIS' consumer reporting vendors. CIS will give User 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. User may terminate this agreement at any time after notification of a change in policy in the event User deems such compliance as not within its best interest.

7. User agrees that CIS and CIS' consumer reporting vendors shall have the right to audit records of User that are relevant to the provision of services set forth in this Agreement. User further agrees that it will respond within a requested time frame for information requested by CIS' consumer reporting vendors regarding information provided by such vendor. User understands that such vendor may suspend or terminate access to the vendor's information in the event User does not cooperate with such an investigation.

8. (a). During the term of this Agreement, User 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 CIS' consumer reporting vendors. Without limiting the foregoing, CIS may from time to time notify User of new additional, updated or new requirements relating to such laws, compliance with which will be a condition of CIS' continued provision of the credit information to User, and User 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. User agrees to comply with any such new requirements no later than thirty (30) days after it actually receives notice from CIS and such requirements shall be incorporated into this Agreement by this reference. User understands and agrees that CIS may require evidence, including a certification that User understands and will comply with applicable laws.

(b). User will implement strict security procedures designed to ensure that User'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. User 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 User's employees and customers who agree to act in accordance with the terms of this Agreement and applicable law. User will inform User's employees and customers to whom any credit information is disclosed of the provisions of this Agreement. User agrees to indemnify CIS for any claims or losses incurred by CIS as a result of the misuse of the services or the credit information by User or User's affiliates, employees, agents, subcontractors or customers in violation of this Agreement.

9. (a). User shall notify CIS 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, User agrees to cooperate with CIS and with CIS' consumer reporting vendors in any investigation relating thereto. The nature and timing of any notifications required herein shall be under the control of CIS' consumer reporting vendors, unless otherwise required by law.

(c). For purposes of this Agreement, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(d). For purposes of this Agreement, "personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

- (1) Social security number.
- (2) Driver's license number.
- (3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(e). For purposes of this Agreement, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(f). For purposes of this Agreement, "notice" may be provided by one of the following methods:

- (1) Written notice.
- (2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.
- (3) E-mail notice when the User has an e-mail address for the subject persons.
- (4) Conspicuous posting of the notice on the web site of the User.

(g). The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(h). The notification may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.

(i). In the event the breach is determined by CIS' consumer reporting vendors to be within the control of User, (1) User 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) CIS' consumer reporting vendors and CIS may assess User an expense recovery fee.

10. If approved by CIS and CIS' consumer reporting vendors, User may deliver the consumer credit information to a third party, secondary user with which User has an ongoing business relationship for the permissible use of such information. CIS' consumer reporting vendors may charge a fee for the subsequent delivery to secondary users.

11. User certifies that User will not resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity and agrees that CIS may verify, through audit or otherwise, that User is in fact the end user of the credit information.

12. User agrees to notify CIS of any change of ownership or control fifteen days prior to any such change. CIS may require the new ownership to re-apply for the services provided for herein and may require a new physical inspection in the event the office location is changed.

13. User hereby authorizes CIS to provide copies of any information regarding User to CIS' consumer reporting vendors.

14. User agrees that CIS may monitor User on an ongoing basis to determine User's compliance with applicable law and the provisions of this Agreement. In the event CIS determines that User is not in compliance with applicable law or this Agreement, CIS may immediately discontinue services under this Agreement. User shall remain responsible for the payment for any services provided to User by CIS prior to any such discontinuance.

15. CIS will provide, and User will utilize, training and training materials to User in order for User to comply with the federal Fair Credit Reporting Act and with the policies and procedures required by CIS' consumer reporting vendors.

16. OFAC Alert is an information service that is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes; or any other purpose authorized under the FCRA. Accordingly, User certifies it will not use any information provided through the OFAC Alert Service as part of its decision-making process for determining the consumer's eligibility for any credit products or other products, benefits (including the opportunity to rent a dwelling) or services applied for. User acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and User further certifies that upon receipt of an OFAC Alert, it will contact the appropriate government agency for confirmation and instructions. The OFAC Alert indicator may or may not apply to the consumer whose eligibility is being considered by User.

17. 15 U.S.C., 1681 *et seq.* requires certain responsibilities of users of consumer reports from consumer reporting agencies. Those responsibilities are attached (and made a part hereof) as Appendix A to this Agreement.

18. CIS offers a program to facilitate the revision of data contained in consumer credit files, in an expedient manner, thereby adjusting scores of those consumers. If User utilizes this service, known as "Rapid Rescore," User acknowledges additional responsibilities and guidelines, attached to this Agreement as Appendix B.

19. User acknowledges additional responsibilities and guidelines regarding credit scores included with consumer reports provided by CIS, attached to this Agreement as Appendix C.

20. User agrees to fully support and implement policies that protect the confidential nature of information furnished by and through CIS and insure respect for consumers' rights to privacy. User will subscribe to the Access Security Requirements furnished on Appendix D and will make all employees who access credit aware of these policies.

21. User agrees to abide by Section 1785.14(a) of the California Civil Code included in Appendix E.

22. User agrees to abide by Vermont Fair Credit Reporting Statute, 9 V.S.A. in Appendix F.

23. **15 U.S.C., 1681 ET SEQ. 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, UNITED STATES CODE, IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.**

24. This Agreement shall be governed by and construed under the laws of the state of New Jersey.

25. The undersigned party has direct knowledge of and certifies that the information provided in this document is true and accurate to the best of their knowledge.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
USER (Company Name)

CIS Information Services  
CONSUMER REPORTING AGENCY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

Panther Valley Village Square  
Street Address

\_\_\_\_\_  
Suite, PO Box, Floor

P.O. Box 5000, Route 517  
Suite, PO Box, Floor

\_\_\_\_\_  
City State Zip

Allamuchy NJ 07820  
City State Zip

## APPENDIX A

### NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. This 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. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet web site (<http://www.ftc.gov>).

#### I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

##### A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 of the FCRA 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 unsolicited offers of credit or insurance. The particular obligations of users of this "prescreened" information are described in Section V below.

## **B. Users Must Provide Certifications**

Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA (by a general or specific certification, as appropriate) 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 of the FCRA. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact -- such as unfavorably changing credit or contract terms or conditions, denying or canceling credit or insurance, offering credit on less favorable terms than requested, or denying employment or promotion.

### **1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action that is based at least in part on information contained in a consumer report, the user is required by Section 615(a) of the FCRA 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 requests the report within 60 days.

A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

### **2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) of the FCRA requires that the user clearly and accurately disclose to the consumer his or her right to obtain disclosure of the nature of the information that was relied upon by making a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

### **3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notification 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. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b)(2).)

## **II. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**

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 prior written authorization from the consumer.

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, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b)(1)(B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.)

### **III. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS**

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. 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 of the FCRA 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 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 must include the summary of consumer rights required by Section 609 of the FCRA. (The user should be able to obtain a copy of the notice of consumer rights from the CRA that provided the consumer report.)

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 that was requested. 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.

### **IV. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION**

Section 604(g) of the FCRA prohibits consumer reporting agencies from providing consumer reports that contain medical information for employment purposes, or in connection with credit or insurance transactions, without the specific prior consent of the consumer who is the subject of the report. In the case of medical information being sought for employment purposes, the consumer must explicitly consent to the release of the medical information in addition to authorizing the obtaining of a consumer report generally.

### **V. 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 a list of consumers from a CRA 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. This statement must include the address and toll-free telephone number of the appropriate notification system.

## **VI. OBLIGATIONS OF RESELLERS**

Section 607(e) of the FCRA 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.

## **VII. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state or federal 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*

### **CONSUMER RIGHTS UNDER THE FAIR CREDIT REPORTING ACT**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if: a) a person has taken adverse action against you because of information in your credit report; b) you are the victim of identity theft and place a fraud alert in your file; c) your file contains inaccurate information as a result of fraud; d) you are on public assistance; e) you are unemployed but expect to apply for employment within 60 days.

In addition, effective September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous.
- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry.
- You may limit “prescreened” offers of credit and insurance you get based on information in your credit report. Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus.
- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General.

## APPENDIX B

### ADDENDUM TO USER SERVICE AGREEMENT FOR CUSTOMERS REQUESTING “RAPID RESCORE” SERVICE

1. CIS Information Services will accept User’s Rapid Rescore requests to revise information contained in consumer files at any one or all of the three national repositories of consumer credit data. User will provide CIS Information Services with the following acceptable and legible documentation: (a) documents typed on letterhead, from the creditor reporting the account, stating specifically how the credit information should be changed and including the date, complete account number, and name and phone number of the creditor contact; or (b) Universal Data Form (UDF) provided by the creditor reporting the account, containing adequate identification of the consumer and the account to be updated and signed by an authorized representative of the data furnisher; or (c) in the case of Public Records, certified court documents, that may be reasonably authenticated. Documents pertaining to collection accounts will be from the collection agency listed on the credit report. CIS Information Services will submit, to any one or all of the national repositories, requests to make appropriate changes to such consumer files in an expedited manner. CIS Information Services makes no representation or warranty that any Rapid Rescore update will result in an increased risk score from Equifax Information Services, Experian Information Solutions, or Trans Union, risk score ratings being calculated on data and criteria beyond the control of CIS Information Services
2. User agrees to pay promptly on billing by CIS Information Services the fees provided on “Basic Pricing Schedule.”
3. CIS Information Services will exercise its best efforts to complete Rapid Rescore requests in an expeditious manner, but does not accept liability for delays or failure to perform that are beyond the control of CIS Information Services, including but not limited to equipment malfunctions, computer downtime, software defects, supplier failures, repository delays, utility failures, or repository delays or inability and/or refusal to update.
4. Rapid Rescore program is not intended to bypass the normal repository consumer assistance process. User will submit only items reasonably believed to be a valid dispute. **USER ASSURES THAT UNDER NO CIRCUMSTANCES WILL THE CONSUMER BE CHARGED, EITHER DIRECTLY OR INDIRECTLY, FOR THE SERVICE.** User agrees and understands that this service is provided as a consumer initiated dispute.
5. CIS Information Services does not warrant that it can process or resolve every dispute through Rapid Rescore. Neither CIS Information Services, nor its officers, agents, employees, contractors, or licensors will be liable to User, and User releases them for any loss or injury arising out of or caused in whole or in part by acts or omissions, including negligence, in providing the service. User further agrees to indemnify CIS Information Services, Trans Union, Equifax Information Services, Experian Information Services, and each of the other Users and the officers and employees of each, jointly and severally, from any loss, damage, attorney’s fees and costs arising from any claim or suit based on alleged violation of any provision of this agreement.

## APPENDIX C

### CREDIT SCORE ADDENDUM TO USER SERVICE AGREEMENT

CIS warrants that it has an agreement for service and an account in good standing with a permissible purpose under the Fair Credit Reporting Act to obtain the information in a Fair Isaac Credit Repository Score(s) (Emperica, FICO, Beacon) and their reason codes.

User certifies that all scores and reason codes whether oral or written will be requested for user's exclusive use and shall be maintained in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purpose for which the report is requested and will not sell or otherwise distribute to third parties any information received hereunder, except as otherwise required by law.

Unless explicitly authorized in this Agreement or in a separate agreement, between User and CIS, for scores obtained from credit repository, or as explicitly otherwise authorized in advance and in writing by credit repository through CIS, User shall not disclose to consumers or any third party, any nor all such scores provided under this Agreement, unless clearly required by law. Reason codes may be utilized to assist in preparing an adverse action (denial letter) to consumer.

User shall comply with all applicable laws and regulations in using the Scores and reason codes.

User may not use the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of the credit repositories, Fair Isaac and Company, CIS, the affiliates of them or of any other party involved in the provision of the Score without such entities written consent.

User agrees not in any manner either directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Credit Repository/Fair Isaac in performing the Credit Repository Score.

**Warranty:** Credit Repository/Fair Isaac warrants the Credit Repository Score Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Credit Repository Score Model is applied is similar to the population sample on which the Credit Repository Score Model was developed, Credit Repository Score Model may be relied upon by CIS and/or User to rank consumers in order of the risk of unsatisfactory payment such consumers might present to Broker. Credit Repository/Fair Isaac further warrants that so long as it provides the Credit Repository Score Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 et seq. *THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES CREDIT REPOSITORY/FAIR ISAAC HAVE GIVEN CIS AND/OR USER WITH RESPECT TO THE CREDIT REPOSITORY SCORE MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED CREDIT REPOSITORY/FAIR ISAAC MIGHT HAVE GIVEN CIS AND OR USER WITH RESPECT THERETO, INCLUDING, FOR EXPAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.* CIS' and User's rights under the foregoing warranty are expressly conditioned upon each respective applicant's periodic revalidation of the Credit Repository Score Model in compliance with the requirements of regulation B as it may be amended from time to time (12 CFR section 202 et seq.)

## APPENDIX D

### ACCESS SECURITY REQUIREMENTS

In a cooperative effort to protect the privacy of consumers, the following measures are designed to reduce unauthorized access of consumer credit reports. It is a requirement that all end users take precautions to secure any system or device used to access consumer credit information. To ensure that this effort is met, the following requirements have been established:

1. You must protect your account number and password so that only key personnel employed by your company know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post this information in any manner within your facility. If a person who knows the password leaves your company or no longer needs to have it due to a change in duties, the password should be changed immediately.
2. System access software, whether developed by your company or purchased from a third party vendor, must have your account number and password "hidden" or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, your password should be changed immediately.
3. Do not discuss your account number and password by telephone with any unknown caller, even if the caller claims to be an employee of your credit provider.
4. When processing a consumer credit report, you must enter the consumer's full name including suffix (if any), social security number, and 24 months address.
5. Restrict the ability to obtain credit information to a few key personnel.
6. Place all terminal devices used to obtain credit information in a secure location within your facility. You should secure these devices so that unauthorized persons cannot easily access them.
7. After normal business hours, be sure to turn off and lock all devices or systems used to obtain credit information.
8. Secure hard copies and electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.
9. Shred or destroy all hard copy consumer reports when no longer needed.
10. Erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
11. Make all employees aware that your company can access credit information only for the permissible purposes listed in the Permissible Purpose Information section of your membership application. You or your employees may not access their own reports. Nor should you or your employees access the report of a family member or friend unless it is in connection with a credit transaction or for some other permissible purpose.

***Record Retention: The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. Certain Credit Repositories require that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 60 months. When conducting an investigation, particularly following a consumer complaint that your company impermissibly accessed their credit report, CIS or a credit repository may contact you and may request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.***

## APPENDIX E

### 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 Subscriber under the following circumstances: (a) if 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 a “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 who Subscriber is inquiring is applying, (b) in person, and (c) for credit. Under the foregoing circumstances Equifax, before delivering a consumer report to 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 Subscriber in connection with the in-person credit transaction. Compliance with this law further includes 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 Subscriber designated in Section 7 of the Agreement that it is a “retail seller,” Subscriber certifies that it will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. If Subscriber is not currently, but subsequently becomes a “retail seller,” 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 Section, and with the specific certifications set forth herein.

Subscriber certifies that, as a “retail seller,” it will either (a) acquire a new 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 Subscriber number will require that Subscriber supply at least three items of identifying information from the applicant; or (b) contact Subscriber’s Equifax sales representative to ensure that Subscriber’s existing number is properly coded for these transactions.

#### **(PLEASE CHECK (“X”) THE APPROPRIATE LINE BELOW)**

Subscriber certifies that it \_\_\_ IS or \_\_\_ IS NOT a “retail seller,” as defined in Section 1802.3 of the California Civil Code and \_\_\_ DOES or \_\_\_ DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

## APPENDIX F

### 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.

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**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.



**CIS PRICING AGREEMENT**

Client Name \_\_\_\_\_ Client Code \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_

INFILES	ONE BUREAU	TWO BUREAU	THREE BUREAU
INDIVIDUAL	\$	\$	\$
JOINT	\$	\$	\$

*There is no charge for infile reports that are converted to a RMCR within thirty (30) days and contain no errors in the name, address and/or social security number.*

	EXPERIAN	TU	EFX
SCORES	Fair Isaac	Empirica	Beacon
FRAUD	FACS	Hawk	Safescan
OFACs			

**ADDITIONAL CHARGES (Mortgage Credit)**

RMCR	
Rush	\$10.00
Same Day	\$15.00
Bankruptcy	\$25.00

**ADDITIONAL PRODUCTS / SERVICES**

Business Credit or Trust Reports		Loan Processing	
Flood		Non-Traditional	
Tax Return Verification		Fannie Mae	
Edited Infile (per tradeline)		CreditXpert®	
Home\$timator© (AVMs)		Title Search's	

**AUTHORIZATION AND ACCEPTANCE (Responsible Party's Signature Required)**

\*\*\*Accepted By: (Client) \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

Approved By: (CIS) \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_