

ACCOUNT EXECUTIVE JEREMY HONOR
BK Attorney Account Setup Checklist:
Sole Proprietorship, Partnership, or Privately Held Corporation

- _____ 1) **Is the MFI Credit Solutions. Subscriber Agreement completed? Check the following:**
- _____ a) **Permissible purpose** is filled out and valid on page 2
(i.e. pre-approval for mortgage home loans, process mortgage home loans, etc.)
- _____ b) **Fill out Page 5 in its entirety**
- **Sign the upper right hand portion of Page 5**
 - **Completely fill out "Company Information"**
 - **The "Further Agreement" must be signed.** MFI Credit Solutions requires to check your credit report as part of our account setup process.
 - **Master Account designation** is required if you are setting up multiple accounts under the same company name.
- _____ c) **Complete Page 6**
- **Enter company name in field**
 - **Check off appropriate answer**
 - **Sign page 6**
- _____ d) **Complete Page 7**
- **Enter date and company name in field and sign page 8**
- _____ e) **Complete Page 9**
- **Enter company name in field and sign page 9**

_____ 2) **MFI requires that you provide the following documents as well and completing the Equifax Exhibit A Pages 11 to 24**

- A copy of your drivers license
- What is the name of your landlord res/comm if applicable? _____ Phone #: _____

_____ 3) **Please fill out the credit card authorization form for the following:**

- Repository required physical inspection conducted by a repository approved company. There is a 1 (one time) \$125.00 fee for this inspection. If the inspection is cancelled, the cancellation fee will be charged to you.

_____ 4) **For Trans Union Compliance we need a letter of intent that must be on your letter head and must be signed by an officer, owner or authorized manager of the company. The letter must include in your own words the following:**

- The nature of your business
- Your intended use for the service
- Your anticipated monthly volume
- Your intent as to whether you will access Trans Union primarily local, regional, or national

MFI Credit Solutions. requires two of the following documents to complete repository compliance:

- Business License
- Articles of Incorporation
- Certified Tax Records

MFI Credit Solutions. will verify additional information about your business to assure compliance with the FCRA and credit repositories policies, including but not limited to:

- Business telephone listings
- Your company's website (if applicable)
- Fictitious Business Name Statement

** If MFI cannot obtain the necessary information we will contact you for assistance in completing our compliance review.

Please fax completed agreement and supporting documents to (714) 899-9027
Mail originals to 18685 Main St #101 PMB624, Huntington Beach, CA 92648 within 3 business days

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In order to receive consumer credit reports, bureau scoring services, and other enhancements to the basic consumer report provided by MFI Credit Solutions. ("MFI"), together with such additional services as may be requested by the Subscriber and furnished by MFI (together "the parties") under separate Agreements and/or Addendums, the undersigned Subscriber, desiring to use the services of MFI agrees as to the terms and conditions set forth in this MFI Credit Solutions. Credit Subscriber Agreement ("Agreement"):

Credit Reports

1. All services and reports provided to the Subscriber are subject to the following conditions:
 - a. Subscriber agrees that all services and reports ordered and received by Subscriber shall be ordered, received and used in compliance with applicable federal, state and local laws, regulations and ordinances including but not limited to the Fair Credit Reporting Act ("FCRA"). Subscriber certifies that credit information will be used for the following purposes:_____
 - b. All reports, whether oral, written, or electronic, will be kept strictly confidential. No information will be requested for the use of any other person except with the written permission of MFI. Subscriber certifies that they are the end user of the information and will not resell or provide it to a third party.
 - c. Any equipment, software or manuals provided to Subscriber shall be returned to MFI upon termination of this Agreement. Such equipment and software shall be used only in connection with this Agreement.
 - d. This Agreement covers all locations of Subscriber located within the United States.
 - e. The Subscriber agrees to hold MFI and its affiliated companies, and their officers, agents, employees and independent contractors harmless on account of any expense or damage resulting from (a) the publishing by the Subscriber, or its employees or agents, of report information contrary to these conditions or (b) the illegal use of information.
 - f. Information is secured by and through fallible human sources and for the fee charged, MFI cannot be an insurer of the accuracy of the information. Subscriber understands and agrees that the accuracy of any information is not guaranteed by MFI, and Subscriber releases MFI and its affiliated companies and their officers, agents, employees and independent contractors from liability for any negligence in connection with the preparation of such reports and from any loss or expense suffered by the Subscriber resulting directly or indirectly from MFI's reports or those of its affiliated companies. Recognizing that a complete and accurate application or request is necessary for the preparation of an accurate report, Subscriber releases MFI and its affiliated companies and their officers, agents, employees and independent contractors from any liability for negligence in connection with the preparation of reports and from any loss or expense suffered by the Subscriber as a result of any intentional or unintentional failure to disclose all relevant personal, public record and credit history information by the Subscriber, its officers, agents, employees, independent contractors or the consumer.
2. Subscriber certifies that it is an entity that has permissible purpose to purchase credit reports in connection with credit applications. Subscriber has read and will comply with the FTC's "Notice to Users of Consumer Reports: Obligations under the FCRA" <http://www.ftc.gov/os/statutes/2user.htm>.
3. This Subscriber Agreement shall be in effect for one (1) year from the date hereunder and thereafter shall be automatic for additional one (1) year periods, unless either party notifies the other in writing at least ten (10) days prior to a current expiration date.
4. No action, regardless of form, arising out of the transactions occurring or contemplated under this Agreement shall be brought by any party more than two (2) years after delivery of the service and/or report-giving rise to such cause of action.
5. Subscriber may not assign its rights under this Agreement except with the prior written consent of MFI.
6. Subscriber shall pay all applicable state and local taxes, (i) for the services and reports provided by MFI, and (ii) for the services and reports provided by the Subscriber to its customers.
7. Subscriber shall pay MFI's invoices fifteen (15) days from the date of invoice. Outstanding balances more than fifteen (15) days past due are subject to a late payment charge of 1.5% per month. In the event of litigation to collect outstanding invoices, the Subscriber agrees to pay MFI's reasonable attorney's fees and cost of suit.
8. Employees of Subscriber are forbidden to obtain reports on themselves, or any other person except as provided herein.
9. Subscriber acknowledges that all locations associated with the subscriber (unless the subscriber is a publicly traded entity) will be subject to a physical inspection by a company approved by all three repositories. Account setup approval is contingent upon the results of the completed physical inspection.

Bureau Scoring Services

1. MFI will identify on the credit reports the source of the score and the type of score model.
2. Subscriber hereby requests that MFI process the credit reports it purchases during the term hereof with credit scores on all requests. MFI will identify on the credit reports the source of the score and the type of score model.
3. A statistical credit score evaluates the credit history on an individual consumer in a given bureau's database and provides a score, which rank orders the consumer with respect to likely credit performance.
4. The organizations that created the credit scores have warranted that the scores are empirically derived and statistically sound and that no scoring algorithm used to create the scores uses a "prohibited basis" as each of these terms have been defined in the Equal Credit Opportunity Act and Regulation B ("Reg B"). Scores may appear on a credit report for convenience only, but are not a part of the credit report, nor do they add to the information in the report on which it is based. In addition to the score, MFI can provide up to four (4) factors from the credit report, which most significantly influenced the score.

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5. Unless otherwise noted, the following risk model scores will be ordered with each report.

Experian Fair/Isaac VII

Equifax Beacon 5.0

TransUnion Classic 04

6. Subscriber agrees to each of the following provisions regarding the purchase and use of Experian/Fair, Isaac Model Scores and reason codes:

- a. Subscriber warrants that it has a permissible purpose under the FCRA, as it may be amended from time to time, to obtain the information derived from the Experian/Fair, Isaac Model.
- b. Subscriber will limit its use of the Scores and reason codes solely to use in its own business with no right to transfer or otherwise sell, license, sublicense, or distribute said Scores or reason codes to third parties.
- c. Subscriber will maintain internal procedures to minimize the risk of unauthorized disclosures and agrees that Scores and reason codes will be held in strict confidence and disclosed only to those of its employees with a "need to know" and to no other person.
- d. Notwithstanding any contrary provision of this Agreement, Subscriber may disclose the Scores provided under this Agreement to credit applicants, when accompanied the corresponding reason codes, in the context of bona fide lending transactions and decisions only.
- e. Subscriber and its employees, agents or subcontractors are prohibited from using any of the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian Information Solutions, Inc. or Fair, Isaac and Company, or the affiliates OF EITHER OF THEM, OR OF ANY OTHER PARTY INVOLVED IN THE PROVISION OF THE Experian/Fair, Isaac Model without such entity's prior written consent.
- f. Subscriber is prohibited from making any attempts in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by the Experian/Fair, Isaac in performing the Experian/Fair, Isaac Model.
- g. Experian/Fair Isaac warrants that the Experian/Fair, Isaac model is empirically derived and demonstrably and statistically sounds and that to the extent the population to which the Experian/Fair, Isaac model is applied is similar to the population sample on which the Experian/Fair, Isaac model was developed, the Experian/Fair, Isaac Model score may be relied upon by MFI and/or Subscriber to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Subscriber. Experian/Fair, Isaac further warrants that so long as it provides the Experian/Fair, Isaac Model, it will comply with the regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1961 et seq. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN/FAIR, ISAAC HAVE GIVEN MFI AND/OR SUBSCRIBER WITH RESPECT TO THE EXPERIAN/FAIR, ISAAC MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXPERIAN/FAIR, ISAAC MIGHT HAVE GIVEN MFI AND/OR SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MFI and each respective Subscriber's rights under the foregoing Warrant are expressly conditioned upon each respective Subscriber's periodic revalidation of the Experian/Fair, Isaac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 et seq.)
- h. The aggregate liability of Experian/Fair, Isaac to Subscriber is limited to the lesser of the fees paid by MFI to Experian/Fair, Isaac for the Experian, Fair/Isaac model resold to the Subscriber during the six (6) month period immediately preceding the Subscriber's claim, or the fees paid by Subscriber to MFI under this contract during said six (6) month period, and excluding any liability or Experian/Fair, Isaac for incidental, indirect, special or consequential damages of any kind.

6. Subscriber agrees to each of the following provisions regarding the purchase and use of Trans Union Scores:

- a. Unless otherwise explicitly authorize in an agreement between MFI and the Subscriber for Scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through MFI, Subscriber shall not disclose to consumers or any third party, any or all Scores provided under such agreement, unless clearly required by law.
7. Subscriber will request Scores only for Subscriber's exclusive use. Subscriber may store Scores solely for Subscriber's own use in furtherance of Subscriber's original purpose for obtaining Score. Subscriber shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except (i) to those employees of Subscriber with a need to know and in the course of their employment; (ii) to those third party processing agents of Subscriber who have executed an agreement that limits the use of the Scores by the third party to the user permitted to Subscriber, and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (iv) as required by law.
- a. Confidentiality. Subscriber will hold all scores received from Equifax under this Agreement in strict confidence and will not disclose any Score to the consumer or to others except as required or permitted by law. Subscriber may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Subscriber's adverse action against the subject consumer. Subscriber must describe the principal factors in a manner which complies with Reg B of the Equal Credit Opportunity Act ("ECOA"). Further, Subscriber acknowledges that that Score and factors are proprietary and that except for (a) disclosure to the subject consumer if Subscriber has taken adverse action against such consumer based in whole or in part on the consumer report with which the Score was delivered or (b) as required by law, Subscriber will not provide the Score to any other party without Equifax's and Fair, Isaac's prior written consent.
- b. Limited Liability. The combined liability of Equifax and Fair, Isaac arising from any particular Score provided by Equifax and Fair, Isaac shall be limited to the aggregate amount of money received by Equifax from MFI with respect to that particular Score during the preceding twelve (12) months prior to the date of the event that gave rise to the cause of action.
- c. Adverse Action. Subscriber shall not use a Score as the basis for an "Adverse Action" as defined by the ECOA or Regulation B, unless score factor codes have been delivered to Subscriber along with the Score.
8. Subscriber recognizes that factor other than credit scores must be considered in making a mortgage credit decision, including the credit report, the individual credit application and economic factors. The factors that are provided by MFI as significantly contributing to the score may be disclosed to consumers as the reasons for taking adverse action, as required by Reg. B. However, the score itself is proprietary, and may not be used as the reason for adverse action under Reg.B. and, accordingly, shall not be disclosed to credit applicants, unless otherwise authorized or required by law.
9. Subscriber shall be responsible for compliance with all laws and regulations to which it is subject; and, shall indemnify and hold MFI and its affiliated companies, representatives and employees harmless from and against any and all liabilities, damages, losses, claims, costs and expenses (including attorneys' fees) arising out of or related to Subscribers' use of the bureau-based credit scores.
10. Each party hereto shall be responsible for compliance with all laws and regulations to which it is subject.

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11. Except for MFI's charges for its services, this Agreement states the entire understanding of the parties as to bureau-based credit scoring, supersedes all prior correspondence, documentation or representations and may not be amended except by written agreement signed by both parties.
12. Requirements for reselling the Experian Fair/Isaac Score are as follows: a) A prohibition on the use by End User, its employees, agents or subcontractors, of the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian Information Solutions, Inc. or Fair Isaac Model Company, or the affiliates of either of them, or of any other party involved in the provision of the Experian/Fair Isaac Model without such entity's prior written consent. b) A prohibition on any attempts by End User, in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian/Fair Isaac in performing the Experian/Fair Isaac Model.
13. Subscriber recognizes that factors other than credit scores must be considered in making a mortgage credit decision, including the credit report, the individual credit application and economic factors. The factors that are provided by MFI as significantly contributing to the score may be disclosed to consumers as the reasons for taking adverse action, as required by Reg. B. However, the score itself is proprietary, and may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants, unless otherwise authorized by state law.
14. Subscriber shall be responsible for compliance with all laws and regulations to which it is subject; and, shall indemnify and hold MFI Credit Solutions, Inc. and its affiliated companies, representatives and employees harmless from and against any and all liabilities, damages, losses, claims, costs and expenses (including attorneys' fees) arising out of or related to Subscriber's use of the bureau-based credit scores.
15. Each party hereto shall be responsible for compliance with all laws and regulation to which it is subject.
16. Except for MFI's charges for its services, this Agreement states the entire understanding of the parties as to bureau-based credit scoring, supersedes all prior correspondence, documentation or representations and may not be amended except by written agreement signed by both parties.

Access Security Requirements

MFI Credit Solutions, as a consumer reporting agency, adheres to the privacy tenants of the FCRA, 15 USC § 1681 et seq. IR will use and disclose any personally identifiable financial information that the Subscriber furnishes to IR about consumers or customers only as permitted under the FCRA and where applicable, the Gramm-Leach-Bliley Act 15 USC. Section 6801 et seq. Subscriber and MFI agree that the parties must work together to protect the privacy of consumers and reduce unauthorized access of consumer credit reports. In accessing any repository services through IR, Subscriber agrees to follow these measures:

1. Implement Strong Access Control Measures

- 1.1 Do not provide your Experian Subscriber Codes or passwords to anyone. No one from Experian will ever contact you and request your Subscriber Code number or password.
- 1.2 Proprietary or third party system access software must have Experian Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3.1 You must request your Subscriber Code password be changed immediately when:
 - any system access software is replaced by another system access software or is no longer used;
 - the hardware on which the software resides is upgraded, changed or disposed of
- 1.4 Protect Experian 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 Experian'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 Experian 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.

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- 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 Experian 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 Experian 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 Experian systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
- protecting against intrusions;
 - securing the computer systems and network devices;
 - and protecting against intrusions of operating systems or software.

Record Retention: *The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 60 months. In keeping with the ECOA, the 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, the repositories will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.*

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

ATTN: BK ATTORNEYS ARE NOT ALLOWED TO GIVE CONSUMERS A COPY OF THEIR CREDIT REPORT

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IN WITNESS WHEREOF, the parties hereto have caused this MFI Credit Solutions. Subscriber Agreement to be executed by their duly authorized representatives as of the day and year written below.

MFI Credit Solutions.

Company Name: _____

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

COMPANY INFORMATION:

Type of Business: (bank, mtg. lender/broker, credit union, etc.) _____ How Long in Business: (Yrs) _____ (Mos) _____

Please Select One: Business Located in Commercial Building Business Located in Private Residence

Company Name: _____ Contact: _____

Company Address: _____ City: _____ State : _____ Zip: _____

Phone #: _____ Fax #: _____ Email Address: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____ Email Address: _____

Website (required if you have one): _____ Type of Corporation: _____

Name(s) of Officers/Owners	Title	Ownership %
_____	_____	_____
_____	_____	_____
_____	_____	_____

BANKING INFORMATION :

Name of Institution: _____ Account #: _____ Contact: _____

Address/Branch: _____ Phone #: _____

FURTHER AGREEMENT:

For and in consideration of MFI CREDIT SOLUTIONS. ("MFI") extending a fifteen (15) day line of credit to the Subscriber, for the purpose of purchasing reports in accordance with this Subscriber Agreement, the undersigned hereby personally promises and agrees to guarantee payment to MFI of all debts incurred by the Subscriber. In the event of non-payment of said debts, the undersigned personally agrees to pay reasonable attorney's fees and costs of suit. I further authorize MFI to check my personal credit history at their discretion, and authorize any references listed below to release and/or verify information to MFI. Venue of this agreement is Huntington Beach.

Name: _____ Signature: _____

Home Address: _____ Home Phone #: _____

City/ST/ZIP: _____ SSN: _____

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MASTER ACCOUNT DESIGNATION:

By initialing below and attaching listed accounts, I certify these accounts are divisions, branches, or extensions of the Company named in this MFI Credit Solutions. Subscriber Agreement. As such they are considered legal extensions of the Company named above as the principal location, corporate office or headquarters. The purpose of listing the multiple accounts of the named Company is to create a master account status for the purpose of establishing that all customer accounts listed herein are subject to all of the same terms and conditions listed in this Subscriber Agreement as they may relate to FCRA regulations, tax obligations, bureau compliance, payment terms and any other governmental or regulatory agency laws or guidelines. All of which are incorporated by reference herein.

The dissemination and adherence to all of the terms and conditions contained in this Subscriber Agreement, accompanying addendums and certifications becomes the obligation of the sponsoring Account named in this Subscriber Agreement. Initials _____

END USER CERTIFICATION OF COMPLIANCE
California Civil Code - Section 1785.14(a)

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

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

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

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

In compliance with Section 1785.14(a) of the California Civil Code, _____ ("End User") hereby certifies to Consumer Reporting Agency as follows: (Please circle)

End User IS _____ or IS NOT _____ a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale").

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

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

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

Signature: _____
End User

By: _____

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Title: _____

Date: _____

ADDENDUM TO AGREEMENT FOR SERVICE (INTERNET)

THIS ADDENDUM TO AGREEMENT FOR SERVICE ("Addendum") is made with reference to the Agreement for Service ("Agreement") dated _____, between MORTGAGE FAX and _____ ("Client"). The term "credit reports" is used in this Addendum with the meaning assigned to such term in the Agreement.

RECITALS

- A. Client desires to obtain credit reports from MORTGAGE FAX through the Internet pursuant to this Addendum.
- B. MORTGAGE FAX is willing to furnish credit reports to the Client through the Internet based upon Client's representations, warranties, and covenants in this Addendum.

In consideration of the mutual covenants set forth therein, the parties agree as follows:

1. **Orders for and Delivery of Credit Reports.** MORTGAGE FAX will accept orders for credit reports from Client transmitted to MORTGAGE FAX at MORTGAGE FAX's Internet website ("MORTGAGE FAX Website"), and MORTGAGE FAX will transmit credit reports ordered by Client in such manner to a location at MORTGAGE FAX's Website that is accessible only pursuant to the subscriber number and password assigned to Client by MORTGAGE FAX (together, "MORTGAGE FAX Password"). Orders for credit reports must include the name, social security number, and address of the subject of the credit report, and any other information specified by MORTGAGE FAX. The operator must have a unique Internet identification and password. Sharing the identification and password is strictly prohibited. All credit reports delivered by MORTGAGE FAX to Client through the Internet pursuant to this Addendum will be encrypted.
2. Client agrees to establish and maintain the following security procedures to prevent unauthorized access to credit reports delivered pursuant to this Addendum:
 - a. Client will protect the MORTGAGE FAX Password so that only authorized employees of Client ("Authorized Employees") have access to this information. Client agrees to limit Authorized Employees to those employees who have a need to know the MORTGAGE FAX Password to carry out their official duties with Company. Prior to providing an Authorized Employee with access to the MORTGAGE FAX Password, Client will provide the Authorized Employee with adequate training regarding the requirements of this Addendum and applicable laws, and will require the Authorized Employee to agree to comply with all the requirements set forth in Exhibit A attached to this Addendum ("Employee Requirements"). Client agrees not to add any employee as an Authorized Employee unless the employee receives the required training and agrees to comply with the Employee Requirements. Client will be responsible for any failure of an Authorized Employee to comply with any of the Employee Requirements, and Client's indemnity pursuant to Section 7 below shall apply to any such failure to comply. Client will not post the MORTGAGE FAX Password at its facilities, and Client will take all other actions necessary to prevent unauthorized persons from gaining knowledge of the MORTGAGE FAX Password. The MORTGAGE FAX Password must not be released by telephone to any telephone caller, even if the caller claims to be a MORTGAGE FAX employee. MORTGAGE FAX reserves the right to change the MORTGAGE FAX Password at any time to prevent unauthorized access to credit reports delivered to Client through the Internet.
 - b. All Internet access software used by Client to order and obtain credit reports through the Internet, whether developed by Client or purchased from a third-party vendor, must have the MORTGAGE FAX Password "hidden" or embedded so that the MORTGAGE FAX Password is known only to Authorized Employees. Each Authorized Employee must be assigned a unique logon code ("Logon Code") to be able to open and use the MORTGAGE FAX Website. Authorized Employees will be required to protect the secrecy of their Logon Codes, and as soon as an Authorized Employee loses such status (whether by termination of employment or otherwise), Client will immediately disable such employee's Logon Code.

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- c. Client will also follow the security procedures required under the Agreement and agrees to establish such additional security procedures as may be specified by MORTGAGE FAX from time to time. In addition, Client agrees to follow the security and other requirements imposed by MORTGAGE FAX's credit information providers ("Repositories"), as furnished to Client by MORTGAGE FAX from time to time.
3. Client must use a Netscape or Microsoft browser version 4.0 and above or a browser that supports 128-bit encryptions.
4. Client understands and agrees that this Addendum applies only to the delivery of credit reports by MORTGAGE FAX to Client by means of the Internet, and nothing in this Addendum modifies or supersedes the requirements of the Agreement regarding the transfer of credit reports (or any information therein) by Client through the Internet. **Client reaffirms that it will not transmit any credit reports (or information therein) through the Internet without express written permission of MORTGAGE FAX pursuant to the requirements of the Agreement.**
5. Client agrees that it will permit the Repositories to audit Client's compliance with the requirements of this Addendum and to make any changes required by a Repository. Client agrees that MORTGAGE FAX may terminate or suspend providing credit reports to Client through the Internet pursuant to Section 6 below, if required by a Repository.
6. Client agrees that MORTGAGE FAX may, without any liability to Client, terminate or suspend Client's receipt of credit reports via the Internet at any time, effective immediately on oral or written notice, for any reason including, without limitation, MORTGAGE FAX's determination that such method of transmission to Client imposes a risk of misuse of the credit reports, Client's breach of any requirement of this Addendum or the Agreement, any material increase to MORTGAGE FAX in the cost of using the Internet, or any other reason. In addition, if the Agreement is terminated, this Addendum shall automatically terminate.
7. Client agrees that its indemnity in the Agreement applies to any breach by Client of its obligations in this Addendum or credit report obtained through the MORTGAGE FAX Website or any information contained in any such report by any employee of Client, agent, or independent contractor of Client (or former employer, agent, or independent contractor).
8. Client agrees that MORTGAGE FAX may audit Client's compliance with the requirements of this Addendum at any time on reasonable notice to Client and that Client will cooperate with MORTGAGE FAX in such audits. Client agrees to implement any change to its procedures (whether as a result of such audit or otherwise) and to establish any new procedures requested by MORTGAGE FAX.
9. This Addendum will not be effective until accepted and approved by MORTGAGE FAX. No change in this Addendum may be made except pursuant to a written instrument executed by the Compliance Officer or other authorized officer of MORTGAGE FAX.

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EXHIBIT A

EMPLOYEE REQUIREMENTS

All Authorized Employees must agree to comply with the following requirements:

1. The employee must have read the portions of the Addendum and the Agreement for Service relating to the permissible purposes for which credit reports may be ordered from MORTGAGE FAX and the restrictions on the use and dissemination of such reports and the information therein, must be familiar with the requirements specified therein, and must agree to comply with such requirements.
2. The employee must agree not to disclose the MORTGAGE FAX Password or the Logon Code assigned to the employee to any other person.
3. The employee must agree not to order credit reports from MORTGAGE FAX except in performance of the employee's official duties for Company. The employee must acknowledge his or her awareness that the Fair Credit Reporting Act provides that **"[a]ny person who knowingly and willfully obtains information on a consumer from a consumer reporting agency [such as MORTGAGE FAX] under false pretenses shall be fined under Title 18 United States Code, imprisoned for not more than 2 years, or both."**
4. The employee must acknowledge that credit reports contain extremely sensitive information, and agree to protect the privacy of such information by using credit reports obtained from MORTGAGE FAX solely in connection with the employee's official duties for Company, not copying such credit reports (except as required by the employee's official duties), not providing such credit reports or any information therein to any person (except in the course of the employee's official duties), and taking adequate steps to prevent unauthorized persons gaining access to such reports or information.
5. The employee must agree that after termination of his or her employment by Company or Company's withdrawal of the employee's designation as an Authorized Employee, the employee will not obtain or attempt to obtain credit reports from MORTGAGE FAX through the MORTGAGE FAX Password or the employee's Logon Code for any reason.

Client Name

Signature of Authorized Officer

Printed or Typed Name

Title

Date

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ADDENDUM TO SUBSCRIBER AGREEMENT **CREDIT RESCORE PROGRAM**

This agreement between MFI Credit Solutions. (herein referred to as "MFI") and _____ (herein referred to as Subscriber").

1. Subscriber is an entity that has previously been approved as having a permissible purpose with consumer consent to purchase credit reports in connection with determining consumer credit worthiness. Subscriber hereby requests that MFI Credit Solutions., in addition to processing the credit reports it has requested during the term hereof with credit scores on all requests or on an order-by-order basis, process as requested tradeline reviews for selected repositories.
2. MFI has identified on all credit reports that contain scores the source of the score and the type of score model.
3. All parties hereto acknowledge that a statistical credit score evaluates the credit history on an individual consumer in a given repository's data base and provides a score which rank orders the consumer with respect to likely credit performance. The repository has the sole responsibility based upon their credit evaluation model for determining the consumer's credit performance ranking. MFI neither warrants nor supports the adequacy nor the statistical soundness of the repository (ies) consumer credit performance ranking process.
4. The organizations that have created the credit scores have warranted that these scores are empirically derived and statistically sound and that no scoring algorithm used to create these scores uses a "prohibited basis" as each of these terms have been defined in the Equal Credit Opportunity Act, Regulation B ("Reg B"), FCRA regulations as may be changed from time to time. These scores may appear on a credit report at the request of the end user for their sole usage and convenience only. However, the score as reported by MFI is not intended to be a part of the credit report, nor does it add to the information in the report on which it is based. In addition to the score, MFI Credit Solutions. may provide up to four (4) factors from the credit report which most significantly influenced the score.
5. Subscriber recognizes that factors other than credit scores must be considered in determining the credit worthiness of the consumer as they may relate to making a mortgage credit decision. These additional factors may include the credit report, the individual credit application, and the underwriting requirements of the lender, economic factors and any other qualifying requirements that are at the sole direction of the lender.
6. Any factors that are provided to the subscriber by MFI as significantly contributing to the score may also be disclosed to consumers at consumer's request as required by Reg. B, FCRA and any other applicable regulations that may change from time to time. However, the score itself is proprietary, and may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants.
7. Subscriber shall be responsible for compliance with all laws and regulations to which it is subject; and, shall indemnify and hold MFI Credit Solutions. and its affiliated companies, representatives and employees and officers harmless from and against any and all liabilities, damages, losses, claims, costs and expenses (including attorneys' fees) arising out of or related to Subscriber's use of the bureau-based credit scores.
8. Each party hereto shall be responsible for compliance with any and all laws and regulations to which it is subject.
9. MFI in providing the referenced service "**Credit ReScore**", "**tradeline review**" as requested by the subscriber does not guarantee or warrant any change in the initial reported score that has been previously supplied with the initial credit report requested by the subscriber.
10. The subscriber acknowledges that FCRA regulations as amended prohibits the subscriber from passing on the cost of the requested "**Credit ReScore**", "**tradeline review**" may not be passed on to the consumer. It is the sole responsibility of the subscriber to adhere to the provisions of the FCRA regulations as they pertain to this requirement.
11. Except for MFI's charges for its services, this Addendum states the entire understanding of the parties as to bureau-based credit scoring, supersedes all prior correspondence, documentation or representations and may not be amended except by written agreement signed by both. However, this addendum does not supersede any other agreement in effect between the parties relating to credit reporting.
12. This addendum shall remain in full force and effect for the same term as the Service Agreement between MFI and Subscriber.

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Subscriber: _____ Name & Title: _____
Company Name Please Print

Date: _____ Signature: _____

Exhibit A EQUIFAX INFORMATION SERVICES LLC BROKER SUBSCRIBER AGREEMENT - BANKRUPTCY ATTORNEYS

This Agreement is dated and is effective _____, 2_____
("Effective Date"). The undersigned, an attorney or law firm
("Subscriber"), desiring to receive the information services as
available from Equifax (the "Equifax Information Services")
through _____ a broker of
consumer credit report and other information ("Broker"),
agrees that all Equifax Information Services will be received
through Broker subject to the following conditions:

I. GENERAL AGREEMENT

1. **Scope of Agreement.** This Agreement consists of
the general terms set forth in the body of this Agreement,
Exhibit A1 ("State Compliance Matters), **Exhibit A2**
(Vermont Fair Credit Reporting Contract Certification),
Exhibit B ("Equifax Information Services") and **Exhibit C**
("Notice to Users of Consumer Reports: Obligations of Users
Under the FCRA"). If there is a conflict between the general
terms and conditions and any Exhibit, the provisions of the
Exhibit will govern and control. This Agreement applies to
every kind of information, software or service provided by
Equifax to Subscriber, even if a given type of service or
information is not specifically referred to in this Agreement or
is not currently provided by Equifax, unless the service is
furnished pursuant to a separate written agreement with
Equifax, executed and effective after the Effective Date, and
containing an "entire agreement" or "merger" clause. This
Agreement specifically supersedes and replaces any
agreement between the parties that predates this Agreement
and that relates to any of the Equifax Information Services
named in **Exhibit B**, even if the prior agreement contains an
"entire agreement" or "merger" clause, and any such
agreements are terminated.

2. **Users.** Equifax Information Services will be
requested only for Subscriber's exclusive use.

3. **FCRA Certifications.** 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., as amended (the "FCRA"), only
when Subscriber intends to use the consumer report: (a) in
accordance with the FCRA and all state law FCRA
counterparts, and (b) for the following FCRA permissible
purpose: to fulfill Subscriber's obligations under the
Bankruptcy Abuse Prevention and Consumer Protection Act
of 2005 regarding review of a consumer that has engaged
Subscriber for bankruptcy filing purposes, in accordance with
the written instructions of the consumer to whom the
consumer report relates. Subscriber will use each consumer
report ordered from Equifax for the foregoing purpose and for
no other purpose and for no other purpose (including,
without, limitation, any of the other permissible purposes
permitted under the FCRA). Subscriber will (i) provide written
certifications to Broker of consumer consent and use solely
for bankruptcy filing purposes and no other purpose with
each request for a consumer report, and (ii) maintain copies
of such consumer authorizations for five (5) years after the
date of the request for consumer report information. In
addition to any other audit rights set forth in this Agreement,
Equifax may review such consumer authorizations upon
request and contact consumers to confirm their consent.

California Law Certification:

Subscriber will refer to **Exhibit A1** of the Agreement in making the following certification, and Subscriber agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act, as referenced in **Exhibit A1**:

(PLEASE CHECK 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 referenced in Exhibit A1 of the Agreement, and ___ DOES or ___ DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

Vermont Certification:

Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended ("the VFCRA"), only after Subscriber has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules were received from Equifax, as referenced on **Exhibit A2**.

4. Access. Subscriber will be responsible for providing and installing all hardware and software at its facilities necessary to access the Information Services. Equifax will provide reasonable consultation to Subscriber to assist in defining those hardware and software needs.

5. License of Information. Equifax grants a non-exclusive license to Subscriber to use the information provided through the Equifax Information Services only as described in this Agreement. Subscriber may reproduce or store the information obtained from Equifax solely for its own use in accordance with this Agreement, and will hold all information licensed under this Agreement in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Subscriber first obtains Equifax's written consent; provided, however, that Subscriber, as applicable, may discuss information in a consumer report with the subject of that consumer report when Subscriber has taken adverse action against the subject based on the consumer report. Subscriber shall not provide a copy of the consumer report to the consumer, except as may be required by law or approved in writing by Equifax, except in any state where this contractual prohibition would be invalid. Subscriber will refer the consumer to Equifax whenever the consumer disputes information in a consumer report disclosed by Subscriber. Subscriber will not interpret the failure of Equifax to return information regarding the consumer's eligibility for a credit service as a statement regarding that consumer's credit worthiness, because that failure may result from one or more factors unrelated to credit worthiness.

6. Compliance with Laws. Subscriber will comply with the provisions of the FCRA, the Federal Equal Credit Opportunity Act, as amended (the "ECOA"), 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.

7. Audits. Equifax may, from time to time, conduct various audits of Subscriber's practices and procedures to determine Subscriber's compliance with this Agreement. Subscriber will reasonably cooperate in all those audits. Equifax may conduct on-site audits of Subscriber's facilities during normal business hours, and upon reasonable notice. In addition, Equifax may conduct audits by mail that may require Subscriber to provide documentation regarding permissible purposes for particular consumer reports ordered by Subscriber.

8. Territory. Subscriber may access, use and store the Equifax Information Services (for purposes of this Section 8 and Section 9 below, "Equifax Information Services" shall include without limitation all information and data provided or obtained through use of the Equifax Information Services) only at or from locations within the territorial boundaries of the United States, United States territories and Canada (the "Permitted Territory"). Subscriber may not access, use or store the Equifax Information Services at or from, or send the Information Services to, any location outside of the Permitted Territory without first obtaining Equifax's written permission.

9. Service Providers. Except with respect to Broker, Subscriber may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Equifax Information Services on its behalf without first obtaining Equifax's written permission and without the Service Provider first entering into a Service Provider Information Use and Nondisclosure Agreement with Equifax. The territorial provisions in Section 1.8 are fully applicable to Subscriber's Service Provider; accordingly, the Service Provider may not access, use or store the Equifax Information Services on behalf of Subscriber from or in, or send the Equifax Information Services to, any location outside of the Permitted Territory, unless Subscriber and the Service Provider have first obtained Equifax's written permission.

II. PRICING

Subscriber will be charged for the Equifax Information Services by Broker, which is responsible for paying Equifax for the Equifax Information Services; however, should the underlying relationship between Subscriber and Broker terminate at any time during the term of this Agreement, charges for the Equifax Information Services will be invoiced to Subscriber, and Subscriber will be solely responsible to pay Equifax directly.

III. TERM AND TERMINATION

1. Unless earlier terminated in accordance with this Section III, this Agreement will run coterminous with the service agreement between Broker and Equifax under which is Broker is authorized to resell the Equifax Information Services to Subscriber.

2. This Agreement will terminate (a) if for any or no reason Equifax provides Subscriber with a written notice of termination not less than ten (10) days prior to the effective date of termination; (b) in the event that Equifax or Subscriber ceases to conduct business in a normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Code of 1978, as amended, or any similar state insolvency or bankruptcy statutes, and either party gives the other written termination notice following that event; or (c) as otherwise provided in this Agreement.

Either party, by written notice to the other party, may immediately terminate this Agreement or suspend any Equifax Information Service(s) if based on a reasonable belief that the other party has violated the FCRA, the ECOA, any of the state law counterparts to the FCRA or ECOA, or any other applicable law or regulation.

3. Notwithstanding anything to the contrary in this Agreement, if the continued provision of all or any portion of the Equifax Information Services becomes impossible, impractical, or undesirable due to a change in applicable federal, state or local laws or regulations, as determined by Equifax in its reasonable judgment, Equifax may either (a) cease to provide the affected services within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which will apply to the affected services when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by Equifax in complying with the applicable laws or regulations and will become effective on the date specified in such notice unless Subscriber objects in writing, in which case Equifax may exercise its rights under clause (a) above. Equifax will attempt to provide written notice of its actions as far in advance of the effective date as is reasonably possible under the circumstances.

4. The obligations of Sections IV, V and all other indemnification, defense and hold harmless obligations will survive the termination of this Agreement.

IV. WARRANTY, INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Subscriber and Equifax recognize that every business decision represents an assumption of risk and that neither party, in furnishing Information or the Information Services to the other, underwrites or assumes the other's risk in any manner. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, OR ANY AMENDMENT, NEITHER PARTY GUARANTEES OR WARRANTS THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION OR SERVICES PROVIDED TO THE OTHER. NEITHER PARTY, NOR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AFFILIATED COMPANIES OR AFFILIATED CREDIT BUREAUS ("AFFILIATED PERSONS AND ENTITIES") WILL BE LIABLE TO THE OTHER FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, THEIR ACTS OR OMISSIONS, EVEN IF NEGLIGENT, IN PROCURING, ANY INFORMATION OR IN PROVIDING THE EQUIFAX

INFORMATION SERVICES OR ANY INFORMATION. Subscriber recognizes that accessing the consumer credit database with additional information or different identification information on a consumer, or at a different time from a prior request for information, may result in file content different from that on the date of the original access. SUBSCRIBER WILL INDEMNIFY AND HOLD HARMLESS EQUIFAX AND ITS AFFILIATED PERSONS AND ENTITIES FROM AND AGAINST ANY DIRECT AND ACTUAL LOSS, COST, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM SUBSCRIBER'S BREACH OF SECTIONS I.3, I.5, I.6, VI. OR **EXHIBIT B** OF THIS AGREEMENT.

2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING ANY AND ALL FUTURE AMENDMENTS, NEITHER PARTY, NOR ANY OF ITS AFFILIATED PERSONS AND ENTITIES, WILL BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS.

V. CONFIDENTIALITY

Subscriber agrees to hold in confidence all consumer report information received through the Equifax Information Services provided by Equifax, except as provided in Section I.5. Each party acknowledges that all other materials and information disclosed to the other party ("Recipient") in connection with the performance of this Agreement including the terms of this Agreement consist of confidential and proprietary data. Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the disclosing party of the request. Thereafter, the disclosing party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the disclosing party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the disclosing party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the disclosing party's information. Each party will indemnify, defend and hold harmless the other from and against any direct and actual loss, cost, liability and expense (including reasonable attorneys' fees) resulting from the indemnifying party's breach of this Section V. The rights and obligations of this Section V (i) with respect to confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), which includes without limitation all consumer report information received through the Equifax Information Services, will survive the termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) with respect to all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law.

VI. DATA SECURITY

1. This Section VI applies to any means through which Subscriber orders or accesses the Information Services including, without limitation, system-to-system, personal computer or the Internet; provided, however, if Subscriber orders or accesses the EQUIFAX Information Services via the Internet, Subscriber shall fully comply with EQUIFAX's connectivity security requirements specified in Section VI.3, below. For the purposes of this Section VI, the term "Authorized User" means a Subscriber employee that Subscriber has authorized to order or access the EQUIFAX Information Services and who is trained on Subscriber's obligations under this Agreement with respect to the ordering and use of the EQUIFAX Information Services, and the information provided through same, including Subscriber's FCRA and other obligations with respect to the access and use of consumer reports.

2. Subscriber will, with respect to handling EQUIFAX Information Services or any information received in relation thereto (collectively, the "Equifax Information"): (a) ensure that only Authorized Users can order or have access to the Information Services, (b) ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party except as permitted by this Agreement, (c) ensure that all devices used by Subscriber to order or access the Information Services 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, (d) take all necessary measures to prevent unauthorized ordering of or access to the Information Services by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the Subscriber security codes, member numbers, User IDs, and any passwords Subscriber may use, to those individuals with a need to know, changing Subscriber's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Information Services, or if Subscriber suspects an unauthorized person has learned the password, and using all security features in the software and hardware Subscriber uses to order or access the Information Services, (e) in no event access the Information Services via any 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, (f) not use 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, DVDs, software, and code) to store the Information Services. In addition, EQUIFAX Information Services must be encrypted when not in use and all printed EQUIFAX Information Services 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, (g) if Subscriber sends, transfers or ships any EQUIFAX Information Services, encrypt the EQUIFAX Information Services using the following minimum standards, which standards may be modified from time to time by EQUIFAX: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard

(3DES), minimum 168-bit key, encrypted algorithms, (h) monitor compliance with the obligations of this Section VI, and immediately notify EQUIFAX if Subscriber suspects or knows of any unauthorized access or attempt to access the Information Services, including, without limitation, a review of each EQUIFAX invoice for the purpose of detecting any unauthorized activity, (i) not ship hardware or software between Subscriber's locations or to third parties without deleting all EQUIFAX Subscriber number(s), security codes, User IDs, passwords, Subscriber user passwords, and any consumer information, (j) If, subject to Section I.9, Subscriber uses a Service Provider to establish access to the Information Services, be responsible for the Service Provider's use of Subscriber's member numbers, security access codes, or passwords, and Subscriber will ensure the Service Provider safeguards Subscriber's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Subscriber under this Section VI, (k) 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, and (l) 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 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.

3. Subscriber will, with respect to Subscriber's network security: (a) use commercially reasonable efforts to protect EQUIFAX Information when stored on servers, subject to the following requirements: (i) EQUIFAX Information must be protected by multiple layers of network security, including but not limited to, firewalls, routers, intrusion detection device; (ii) secure access (both physical and network) to systems storing EQUIFAX Information, must include authentication and passwords that are changed at least every 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, (b) use commercially reasonable efforts to protect Subscriber's connection with dedicated, industry-recognized firewalls that are configured and managed to adhere to industry accepted best practices, (c) may only hold EQUIFAX Information on an application server which can only be accessed by a presentation server, through one of the following: (i) Dual or multiple firewall method (preferred) – this method consists of a firewall between the Internet and the presentation server(s) and another firewall between the presentation server(s) and the application server holding EQUIFAX Information. The network firewall should ensure that only the presentation server(s) is/are allowed to access the application server holding EQUIFAX Information, (ii) Single firewall method (acceptable) – when a dual firewall method is not feasible, a single firewall will provide acceptable levels of protection. The firewall should be installed between the Internet and the presentation server(s). Multiple interfaces to separate the presentation server(s) and the application server holding EQUIFAX Information are required. The firewall should be configured to allow only the presentation server(s) access to the application server holding EQUIFAX Information, or (iii) ensure that all administrative and network access to the firewalls and servers must be through an internal network or

protected extranet using strong authentication encryption such as VPN and SSH, (d) use commercially reasonable efforts to route communications from Subscriber's internal services to external systems through firewalls configured for network address translation (NAT), and (e) 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 by EQUIFAX.

4. If EQUIFAX reasonably believes that Subscriber has violated this Section VI, EQUIFAX may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Subscriber and at EQUIFAX's sole expense, conduct, or have a third party conduct on its behalf, an audit of Subscriber's network security systems, facilities, practices and procedures to the extent EQUIFAX reasonably deems necessary, including an on-site inspection, to evaluate Subscriber's compliance with the data security requirements of this Section VI.

VII. MISCELLANEOUS

1. Assignment. Equifax may assign this Agreement or any rights or obligations under this Agreement to an entity that is controlled by, controls or is under common control with Equifax. Otherwise, neither this Agreement, nor any rights or obligations under it may be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld. Any merger, consolidation, or other reorganization of Subscriber, the sale of all or substantially all of the assets of Subscriber, or the sale or other transfer of a 50% or more interest in the outstanding voting or other equity interest of Subscriber by any person, or group of persons acting in concert, shall constitute an assignment for the purposes of this section. Any attempt that is contrary to the terms of this section to assign this Agreement or to delegate or otherwise transfer in any manner any rights or obligations arising under it will be void.

2. Consent to Breach Not Waived. Neither party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

3. Notices. Notices must be in writing, must be delivered according to clause (a) or (b) below, and must be delivered to Equifax, Attn: General Counsel, 1550 Peachtree Street, NW, Atlanta, GA 30309 and to Subscriber at the address set forth on the signature page of this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this Agreement will be deemed given on the date of delivery (a)

by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested.

4. Force Majeure. Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, terrorism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

5. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and may not be amended except by a written agreement that acknowledges modification of this Agreement, and that is signed by an authorized representative of Subscriber and of Equifax, or as otherwise expressly provided in this Agreement. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation.

6. Severability. If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of the Agreement, legal and enforceable.

7. Applicable Law. This Agreement will be governed solely by the internal laws of the State of Georgia, without regard to principles of conflicts of law.

8. Independent Contractor. Nothing in this Agreement creates a joint venture, partnership, principal-agent or mutual agency relationship between the parties. No party has any right or power under this Agreement to create any obligation, expressed or implied, on behalf of the other party.

9. Subcontractors. Equifax may subcontract any of the work, services, or other performance required of Equifax under this contract without the consent of Subscriber. Equifax will be responsible for all work performed by its subcontractors and agents as if it were performing the work itself.

10. Headings. The titles or captions used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof.

11. Authority. Equifax's delivery of the services Subscriber orders under this Agreement indicates Equifax's acceptance of the Agreement. The person signing below represents and warrants that he or she has the necessary authority to bind the principal (s) set forth below.

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

IMPORTANT: You must respond to the California Certification box on page one, or access to Equifax Information Services may be delayed or withheld.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date written below.

SUBSCRIBER: _____

ADDRESS: _____

Signed by: _____

Printed Name _____

Title: _____

Date: _____

EXHIBIT A1
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 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 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 I.3 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.

EXHIBIT A2

Vermont Fair Credit Reporting Contract Certification

The undersigned, _____ (“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 Subscriber's continued use of Equifax information services in relation to Vermont consumers, Subscriber hereby certifies as follows:

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

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: _____

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 B
EQUIFAX INFORMATION SERVICES

Subscriber will only order or access the Equifax Information Service known as ACROFILE pursuant to this Agreement. Subscriber is prohibited from ordering or accessing other Equifax Information Services.

Subscriber's authorized representative **must place his or her initials** in the appropriate blank below to indicate the selection of Information Services to be ordered by Subscriber.

STANDARD INFORMATION SERVICES

_____ ACROFILE and ACROFILE Plus™

ACROFILE and ACROFILE Plus - are the core consumer reports from the Equifax consumer credit database, consisting of identification information, credit file inquiries, public record information and credit account trade lines of the subject of the report. Subscriber may access these credit reports on an individual basis or through Joint File AccessSM, which provides simultaneous access to the credit files of both husband and wife with a single inquiry.

EXHIBIT C
NOTICE TO USERS OF CONSUMER REPORTS:
OBLIGATIONS OF USERS UNDER THE FCRA

All users subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Persons not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

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

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

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

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

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)

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

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

B. Users Must Provide Certifications

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

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered

to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

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

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

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

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

3. Adverse Actions Based on Information Obtained From s

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

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

E. Users Have Obligations When Notified of an Address Discrepancy

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

F. Users Have Obligations When Disposing of Records

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

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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

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

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

A. Employment Other Than in the Trucking Industry

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

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

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. [Section 615\(b\)\(2\)](#)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

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

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

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

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

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

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

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

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(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:

- a. Information contained in a consumer's CRA file was used in connection with the transaction.
- b. The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- c. 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.
- d. The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

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

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

B. Reinvestigations by Resellers

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

C. Fraud Alerts and Resellers

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

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

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

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

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



"A Full Service Lending Information Company"

Over 25 years of service!

Account Executive: Jeremy "**Judge**" Honor

877-MFI-DATA ext. 1

Jeremy@mficreditsolutions.com

Credit Reports	Individual	Joint
2 bureaus	\$20.00	\$30.00
3 bureaus	\$30.00	\$35.00

Social Security Verification \$8.00 - per person

IRS Verification (4506-T) \$8.00 - 1st year
\$4.00 – 2nd year
\$3.00 - for every year after, *no* surcharge

Post Discharge Credit Clear \$40.00 Individual

Credit Mapping \$99.00 Individual

Credit Mapping™ is a new technology that combines advanced analytics and industry standard information.

It eliminates the guesswork for achieving higher scores.

Credit Mapping™ provides your client with a detailed, customized "road map" that explains to them step by step what they need to do to achieve their Potential Score Goals, how long it will take them to reach their designated score and how many points they could gain by taking the specified actions.



Physical Inspection Credit Card Auth Form

MFI Credit Solutions accepts Visa, MasterCard, American Express and Discover card payments. Just complete the form below and mail or fax it back to us. We will charge your credit card \$125.00 for the physical inspection (this fee is non-refundable).

Fax to: 714-847-2146
Mail to: MFI Credit Solutions
Attn: Credit Card Processing
18685 Main St #101 PMB624
Huntington Beach, CA 92648

Please indicate below if you wish to charge all future invoices to your credit card.



Credit Card Payment Authorization

Company Name: _____ Client Number: _____

Cardholder Name: _____

Cardholder Address: _____

City, State: _____

Credit Card Number: _____

Zip Code: _____

Expiration: _____

CC Authorization code (from signature bar on back of card): _____

Card Type (circle): VISA American Express MasterCard Discover Card

Amount Charged for Physical Inspection: \$125.00

Charge all future invoices? Yes No

I hereby authorize MFI Credit Solutions to charge payment in the above-indicated amount for the referenced invoices to my credit card account. If I have checked to charge all future invoices to this credit card account, I understand that my card will be charged automatically for the cost of the invoice on the bi-weekly billing date. If your account falls more than 30 days past due MFI Credit Solutions may charge your credit card for any past due invoices. According to the merchant and cardholder agreements, I recognize that this amount can only be charged to me as MFI Credit Solutions direct client, and cannot be charged to the borrower. By signing below, I am agreeing that I am the person whose name and information appears above.

Cardholder Signature: _____ Date: _____

Revised 05/20/08

**18685-101 Main St PMB624, Huntington Beach, CA 92648
(714) 500-3264 Phone (714) 847-2146 Fax**



"A Full Service Lending Information Company"

Over 25 years of service!

Account Executive: Jeremy "**Judge**" Honor

877-MFI-DATA ext. 1

Jeremy@mficreditsolutions.com

AUTHORIZATION TO OBTAIN CREDIT REPORT FOR BANKRUPTCY PURPOSES
Background Screening Disclosure

I hereby authorize MFI Credit Solutions and the (attorney name) _____, and its designated agents and representatives to conduct a comprehensive review of my background through a consumer report and/or an investigative consumers report to be generated for bankruptcy purposes. I understand that the scope of the consumer report/investigative consumer report may include, but is not limited to, the following areas: credit history as disclosed through the three major credit reporting bureaus.

Authorization and Release

I, _____, authorize the complete release of these records of data pertaining to me which an individual, company, firm, corporation or public agency may have. I hereby release MFI Credit Solutions and the (attorney name) _____, and its agents both individually and collectively, from any and all liability for damages of whatever kind, which may at any time, result to me, my heirs, family or associates because of compliance with this authorization and request to relapse. I certify that all information provided below is correct to the best of my knowledge. This authorization and consent shall be valid in original, fax or copy form. The following information is required by reporting agencies for identification purposes when checking records. It is confidential and will not be used for any other purpose.

Applicants' Name (Print Legibly) Maiden/AKA/Previous Name(s) _____

Signature Date _____

Social Security Number _____

Date of Birthday _____

Driver's License Number / State _____

Current Address _____

Telephone / Fax number _____

Email address _____