



Thank you for choosing Premium Credit Bureau for your credit reporting needs! As a part of the account setup process, the following items are **REQUIRED** in order to keep in compliance with the FCRA (Fair Credit Reporting Act) and the three credit bureaus (Transunion, Experian & Equifax).

- Copy of the current Real Estate, Dept. Of Corporations and/or Business License.*
- Copy of the front page of a phone or utility bill, indicating the company name and address.*
- Copy of the responsible parties drivers license/identification card.*
- Copy of VOIDED business check*
- Company letter of intent (sample included)*

The final step in the account setup process, is the scheduling and completion of an on site inspection at your office location. A \$75 fee will be charged to cover both the on site inspection and all other setup fee(s).

When performing the inspection, the inspector will be looking for the below items:

- Permanent sign displaying the business name.*
- Lockable filing cabinet. -Shredder or shredding service.*
- indications the business is active.*

Businesses operating out of a residential location, will be **REQUIRED to have an on site inspection performed **ANNUALLY** with a yearly fee of \$75. Plus other applicable fee(s).*

If you have any questions or concerns, please contact Premium Credit Bureau at 800-322-8825.

**PLEASE FAX REQUIRED DOCUMENTS AND COMPLETED
AGREEMENT TO 800-839-3335
www.PremiumCreditBureau.com**



PREMIUM CREDIT BUREAU SERVICE AGREEMENT

General Company Information

Company Name: _____ Yrs. In Business: yrs: _____ Mos: _____

Billing /Mailing Address: _____ Phone: (_____) _____ - _____

Physical Address: _____ Fax: (_____) _____ - _____

(NO P.O. Box Numbers will be accepted)

City: _____ State: _____ Zip Code: _____ Website Address: _____

Contact Name: _____ E-mail: _____

Do you own or lease the building in which you are located? Own Lease

Type of business: _____

Type of Ownership (select one): Partnership Corporation Sole Proprietor Non-profit

Other business name(s), or d.b.a.: _____

Permissible Purpose Information (application will not be processed unless this information is provided.)

Describe the specific purpose for which the credit information provided will be used:

How did you hear about us? Advertisement Telephone Directory Referral Sales Call Internet Other

Please provide additional information to the above question (i.e. which advertisement, who referred you, sales representative, etc.)

Have you purchased credit reports before? Yes No. If yes, from what company? _____

Broker's License #: _____ State: _____

(Please provide a copy of your broker's license when submitting this application)

Do you own or operate any other business? Yes No. If Yes, Business name: _____

Kind of Business: _____ Address / City / State / Zip: _____

Principal of the Company

Principal's Name: _____ Social Security #: _____ - _____ - _____

Residence: _____ City/State/Zip: _____

Title or Position: _____ Phone: (_____) _____ - _____

(I understand that the information provided above will be used to obtain a consumer credit report, and my creditworthiness may be considered when making a decision to grant services.)

Bank References (or attach copy of voided check or deposit slip from business checking account) **MUST HAVE TO PROCESS**

Bank Name: _____ Contact Name: _____

Address / City / State / Zip: _____

Phone: (____) ____ - _____ Business checking account # _____

Trade References (Use title companies, appraisal companies, wholesale lenders, and/or other trade accounts) **MUST HAVE**

Company: _____ Contact: _____ Phone: (____) ____ - _____

Company: _____ Contact: _____ Phone: (____) ____ - _____

Company: _____ Contact: _____ Phone: (____) ____ - _____

Payment/Billing Method

Client agrees upon receipt of statement for the services rendered during the previous month, according to the current pricing schedule In effect; payments will be due 15 days from the end of the billing cycle, which is the 15th of every month. Past due amounts shall accrue interest at the rate of 1.5% per month. If collection efforts are required, Client shall pay all costs of collection including, but not limited to, attorney's fees. Any returned NSF checks would impose a \$30.00 per incident fee to the next statement. Any account with a past due balance over 45 days will be turned off for services. Client shall also pay a \$25.00 per incident charge if account has been turned off for past due payment. I understand that if I fail to pay my monthly invoice by the due day the full amount will be deducted from my business or personal checking account or from my business or personal credit/debit card. I further understand that while I retain the right to dispute invoiced amounts; I will not delay the payment in any manner but will accept any account credits on future invoices. I further declare that I am an authorized signer of said account and am authorized by corporate charter or otherwise to enter into this agreement.

Automatic Withdrawal from Checking Account

Bank Account Type

Bank Account #

Bank Routing #

Automatic Withdrawal Credit Card * (Additional Fees May Apply)

Name on Card

Card Type:

Visa AMEX

Billing Address

Mastercard Discover

Credit Card #

Expiration Date CSV #

Signature of officer or authorized representative in this contract is responsible for print the company invoices every month for internal control. Premium Credit Bureau may provide an electronic billing (Via E-Mail Format).

(Signature of officer or authorized representative) E-Mail Address to be sent to: _____

Premium Credit Bureau (PCB) Service Agreement

The Undersigned Applicant (hereinafter referred to as the "Client" agrees):

1. To comply with all the provisions of Public Law 91-508 (Fair Credit Reporting Act (FCRA)) and all other applicable statutes. Client has received the FCRA Addendum.
2. To certify that consumer inquiries will be made, and/or consumer reports ordered only for the permissible purpose as identified in this contract.
3. To certify that all applicants, on which requests will be made for credit information, have signed a form and/or given consent authorizing Client to investigate their credit histories. Client understands that PCB may request from time to time copies of proof to verify such consent on files ordered through PCB. Client also understands that when ordering a Residential Mortgage Credit Report, a full and complete application (1003) is required.
4. To certify that any consumer inquiries/reports will not be used for any form of credit counseling, credit repair or restoration.
5. That any of their employees are forbidden to attempt to obtain reports on themselves, family members, and associates or on any other person, except in the exercise of their official duties.
6. That PCB shall use good faith in attempting to obtain credit information from sources deemed reliable, but does not guarantee the accuracy of the information reported. In no event shall PCB be held liable in any manner whatsoever for any loss or injury to the client resulting from the obtaining or furnishing of such information. Furthermore, that the client agrees to hold PCB, and its sources (primarily Trans Union, Equifax and Experian) harmless and indemnify them from any and all claims arising out of alleged liability or failure, or error of omission.
7. That with just cause, such as delinquency or violation of the terms of this contract or a legal requirement, PCB may, upon its election, discontinue serving the Client and cancel this Agreement immediately.
8. The Client has read the Score Addendum, Rapid Risk Score Agreement, Flood Certification Agreement, Fannie Mae Addendum, Internet Agreement/Employee Requirements, and Personal Guarantee provided by PCB, and agrees to comply with their provisions when obtaining these services.
9. To authorize PCB to investigate the references, statements and other data contained in this application or obtained from client or any other person pertaining to client's credit responsibility. Client will furnish other information if requested. It is understood that all information obtained will only be used by PCB to evaluate the application and will be held in the strictest confidence.
10. The Client or End User understands they are not to resell the information in whole or in part to any third party.

Client certifies that they have read and accepted all of the above statements and that all of the information provided is accurate. All replications of this Service Agreement shall be deemed an original.

Personal Guarantee

The undersigned individual, being employed by and/or financially interested in the Subscriber identified below, and in consideration of Premium Credit Bureau entering into a service agreement and related contracts ("Agreements") with such Subscriber, personally and individually guarantees all payments due to Premium Credit Bureau by Subscriber under said Agreements. The undersigned waives presentment, protest, demand and notice of dishonor or default in connection with this guarantee and any payments due by Subscriber under the Agreements, and the individual expressly recognizes that this Guarantee creates personal obligation, and that any default under this Guarantee may be reflected on the undersigned" personal credit file. The undersigned further expressly acknowledge the right of Premium Credit Bureau to check the undersigned" personal credit file and/or other financial references.

Subscriber Name: _____

Printed Name of Individual Guarantor: _____

(First) (M.I.) (Last)

Home Address: _____

City, State, and Zip: _____

Social Security #: ____ - ____ - ____

Phone: (____) ____ - _____

Signature: _____ Dated: _____

*******IMPORTANT*******

In the event that your employment or relationship with the above referenced Subscriber should terminate, it is your responsibility to notify Premium Credit Bureau in writing, so that we may secure another personal guarantor. Otherwise, this Guarantee remains binding against you until Premium Credit Bureau releases you from this Guarantee in writing.

Score Addendum

Client ("End User") warrants that it has an agreement for service and an account in good standing with Premium Credit Bureau ("Broker") for a permissible purpose under the Fair Credit Reporting Act to obtain the information in a Fair Isaac Credit Repository Score(s) (Empirica, FICO, Beacon) and their reason codes.

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

Unless explicitly authorized in this Agreement or in a separate agreement, between Broker and End User, for scores obtained from credit repository, or as explicitly otherwise authorized in advance and in writing by credit repository through Broker, End User shall not disclose to consumers or any third party, any not all such scores provided under this Agreement, unless clearly required by law. Reason codes may be utilized to assist in preparing an adverse action (denial letter) to consumer.

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

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

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

A requirement that each End User maintain internal procedures to minimize the risk of unauthorized disclosure and agree that such 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;

A provision limiting the aggregate liability of Experian/Fair, Isaac to each End User to the lesser of the Fees paid by Broker to Experian/Fair, Isaac pursuant to Section 3.A of this Agreement for the Experian/Fair, Isaac Model resold to the pertinent End User during the six (6) month period immediately preceding the End User's claim, or the fees paid by the pertinent End User to Broker under the Resale Contract during said six (6) month period, and excluding any liability of Experian/Fair, Isaac for incidental, indirect, special or consequential damages of any kind.

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

Rapid Risk Score Review Service Agreement Addendum

The Rapid Risk Score Review Addendum is entered into this _____ by and Between
Premium Credit Bureau and _____ ("Client").

1. **Purpose and Scope.** Client is currently using or will be using the services of Premium Credit Bureau as described in the Agreement. Client desires to purchase and Premium Credit Bureau agrees to furnish the Rapid Risk Score Review (the "Service"), as described in materials provided, which is incorporated into and made a part of this Addendum. Accordingly, the parties hereby amend the Agreement with the terms and conditions of the Addendum and agree as follows:

2. **Provision of the Service and Disclaimer.** Premium Credit Bureau agrees to provide the Service to Client, as available, on a non-exclusive basis during the term of the Addendum. It is understood that the Service applies only to information provided to client from the repositories accessed and that Premium Credit Bureau makes no representation or warranty that it can handle every consumer dispute that Client may submit through the Service.

3. **Pricing.** Client agrees to pay for the Service in accordance with the terms of the Service Agreement set forth.

4. **Responsibilities of Client and Premium Credit Bureau.** (A) Client will: (i) assure that all items in dispute submitted through the Service relate to credit repository information; (ii) assure that each such item submitted for the Service has been disclosed to the consumer prior to submission of the dispute; (iii) submit to Premium Credit Bureau for the Service, only those items Client reasonably believes constitutes a valid dispute; (iv) comply with all federal, state and local laws and regulations applicable to Client's use of the Service; (v) make no warranties or guarantees of any kind or nature to the consumer; (vi) communicate the dispute to Premium Credit Bureau in accordance with Premium Credit Bureau's procedures; and (vii) ASSURE THAT ANY COSTS OR FEES PREMIUM CREDIT BUREAU CHARGES CLIENT FOR THE SERVICE WILL UNDER NO CIRCUMSTANCES BE CHARGED BACK TO THE CONSUMER EITHER DIRECTLY OR INDIRECTLY.

(B) XXXXX will perform the Service in accordance with the federal Fair Credit Reporting Act and applicable state law equivalents.

5. **Indemnification.** Client will indemnify and hold harmless Premium Credit Bureau and its directors, officers, and its' employees from and against, of whatever kind or nature and without limitation, any loss, cost, liability, and expense (including reasonable attorney's fees) resulting from Client's, its employee's or agent's acts or omissions related to this Agreement or breach of any obligation under this Agreement.

6. **Limitation of Liability.** Premium Credit Bureau and the repositories involved does not warrant that it can process or resolve any dispute through the Service and except as otherwise expressly provided in this agreement, neither party guarantees or warrants the correctness, merchantability or fitness for a particular purpose of the information or service provided to the other. Information corrected will be reflected on a new Infile credit report only, which needs to be accessed by the Client. NO GUARANTEES ARE MADE ON SCORE REVISIONS.

7. **Term and Termination.** This Addendum will remain in effect until the earlier of (i) the termination of the Agreement or (ii) either party terminates this Addendum by giving not less than ten days prior written notice to the other of its intent to terminate. The obligations of Paragraphs 3, 4, 5 and 6 will survive the termination of this Addendum.

8. **Incorporation and Ratification.** Except to the extent specifically modified by this Addendum., all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and affirmed by Premium Credit Bureau and Client. The terms of this Addendum constitute the entire understanding of the parties with respect to the subject matter herein, and supersedes all prior agreements or understandings.

9. **Governance in the Event of Conflict.** To the extent of any conflict between the terms of this Addendum and those of the Agreement, the specific terms of this Addendum will control.

MULTI BUREAU AGREEMENT ADDENDUM

User hereby agrees to comply with all policies and procedures instituted by CRA and required by CRA's consumer reporting vendor. CRA will give User as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. User may terminate this agreement at any time after notification of a change in policy in the event User deems such compliance as not within its best interest.

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

User understands and agrees that, notwithstanding the fact that under federal law User may have several permissible purposes to obtain consumer reports, User shall only obtain such reports in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer. The federal Fair Credit Reporting Act provides that "Any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under title 18, United State Code, imprisoned for not more than 2 years, or both."

During the term of this Agreement, User agrees to comply with all federal, state and local statutes, regulations and rules applicable to it, including, without limitation the FCRA, with any changes enacted to FCRA during the term of this Agreement, the Gramm Leach Bliley Act and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, and any regulations or limitations promulgated by CRA's consumer reporting vendor.

Without Limiting the foregoing, CRA may from time to time notify User of additional, updated or new requirements relating to such laws, compliance with which will be a condition of CRA's continued provision of the credit information to User, and User shall utilize training materials to train and educate its employees in proper security procedures consistent with industry standards. In addition, such new requirements might require price increases. User agrees to comply with any such new requirements no later than thirty (30) days after it actually receives notice from CRA and such requirements shall be incorporated into this Agreement by this reference. User understands and agrees that CRA may require evidence, including a certification that User understands and will comply with applicable laws. B. User will implement strict security procedures designed to ensure that User's employees and customers use the services and the credit information in accordance with this Agreement. User will treat and hold the services and the credit information in strict confidence and will restrict access to the services and the credit information to User's employees and customers who agree to act in accordance with the terms of this Agreement and applicable law. User will inform User's employees and customers to whom any credit information is disclosed of the provisions of this Agreement. User agrees to indemnify CRA for any claims or losses incurred by CRA as a result of the misuse of the services or the credit information by User or User's affiliates, employees, agents, subcontractors or customers in violation of this Agreement.

Clients agrees that Premium Credit Bureau may change rates without notification, our rates may vary depending on monthly volume, without any liability being incurred by PCB, Premium Credit Bureau may 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, Premium Credit Bureau'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 Service Agreement, any material increase to Premium Credit Bureau in the cost of using the Internet, or any other reason. In addition, if the agreement is terminated, this Addendum shall automatically terminate.

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

For purposes of this Agreement, "personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted: (1) Social security number. (2) Driver's license number. (3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

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

For purposes of this Agreement "notice" may be provided by one of the following methods: (1) Write notice. (2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in section 7001 of Title 15 of the United State Code. (3) E-mail notice when the User has an e-mail address for the subject persons. (4) Conspicuous posting of the notice on the web site of the user.

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

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

In the event the breach is determined by CAR's consumer reporting vendor to be within the control of User, (1) User shall provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one year in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft from at least one of the national consumer credit reporting bureaus, and (2) CRA's consumer reporting vendor and CRA may assess User an expense recovery fee.

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

User agrees that CRA may verify, through audit or otherwise, that User is in fact the end user of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity.

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

User hereby authorizes CRA to provide copies of any information regarding User to CRA's consumer reporting vendor.

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

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

ADDENDUM FOR OFAC ADVISOR

Premium Credit Bureau, a Florida Corporation with its principal place of business at 9580 NW 41 Street Miami, Fl 33178 (Premium Credit Bureau) and _____ ("Client"), having entered into one or more agreements for consumer reporting services and/or ancillary products (collectively "Master Service Agreement"). Premium Credit Bureau agrees to make available as an add-on to consumer reports and as an add-on to certain ancillary products offered by Premium Credit Bureau from time to time an indicator whether the consumer's name appears on the United States Department of Treasury Office of Foreign Asset Control File ("OFAC File"). The service is referred to as OFAC Advisor. Client may receive the OFAC Advisor service under the following terms:

\$1.00 additional per OFAC inquiry. In the event Client obtains OFAC Advisor services from Premium Credit Bureau in conjunction with Consumer Report or as an append to an ancillary service, Client shall be solely responsible for taking any action that may be required by federal law as a result of a match to the OFAC File, and shall not deny or otherwise take any adverse action against any consumer based solely on Premium Credit Bureau's OFAC Advisor services.

This addendum shall become effective on _____ and remain in effect until cancelled by either party upon written notice to the other. In all other respects, the Agreement shall remain in full force and effect.

ADDENDUM TO AGREEMENT FOR INTERNET SERVICE

THIS ADDENDUM TO AGREEMENT FOR SERVICE ("Addendum") is made with reference to the Agreement for Service ("Agreement") dated _____, between Premium Credit Bureau, 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 Premium Credit Bureau through the Internet pursuant to this Addendum.
- B. Premium Credit Bureau 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.** Premium Credit Bureau will accept orders for credit reports from Client transmitted to Premium Credit Bureau at Premium Credit Bureau's Internet Website (WWW.PREMIUMCREDITBUREAU.COM), and Premium Credit Bureau will transmit credit reports ordered by Client in such manner to a location at Premium Credit Bureau's Website that is accessible only pursuant to the subscriber number and password assigned to Client by Premium Credit Bureau (together, "Premium Credit Bureau 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 Premium Credit Bureau. The operator must have a unique Internet identification and password. Sharing the identification and password is strictly prohibited. All credit reports delivered by Premium Credit Bureau 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 Premium Credit Bureau 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 Premium Credit Bureau Password to carry out their official duties with Company.

Prior to providing an Authorized Employee with access to the Premium Credit Bureau Password, Client will provide the Authorized Employee with adequate training regarding 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 Premium Credit Bureau Password at its facilities, and Client will take all other actions necessary to prevent unauthorized persons from gaining knowledge of the Premium Credit Bureau Password. The Premium Credit Bureau Password must not be released by telephone to any telephone caller, even if the caller claims to be a Premium Credit Bureau employee. The Password can only be delivered to the company e-mail address; therefore it is a requirement of this Addendum for all customers to have a valid business e-mail address. Premium Credit Bureau reserves the right to change the Premium Credit Bureau 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 Premium Credit Bureau Password "Hidden" or embedded so that the Premium Credit Bureau 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 Premium Credit Bureau 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.

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 Premium Credit Bureau from time to time. In addition, Client agrees to follow the security and other requirements imposed by Premium Credit Bureau's credit information providers ("Repositories"), as furnished to Client by Premium Credit Bureau from time to time.

3. Client must use Microsoft Internet Explorer version 6.0 and above that supports 128-bit encryption. Client must also have Adobe Acrobat version 5.0 and above **installed**.

4. Client understands and agrees that this Addendum applies only to the delivery of credit reports by Premium Credit Bureau 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 Premium Credit Bureau 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 Premium Credit Bureau 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 Premium Credit Bureau may change rates without notification, our rates may vary depending on monthly volume, without any liability being incurred by PCB, Premium Credit Bureau may 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, Premium Credit Bureau'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 Service Agreement, any material increase to Premium Credit Bureau 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 any misuse of any credit report obtained through the Premium Credit Bureau's 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 Premium Credit Bureau 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 Premium Credit Bureau 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 Premium Credit Bureau.

9. This Addendum will not be effective until accepted and approved by Premium Credit Bureau. No change in this Addendum may be made except pursuant to a written instrument executed by the Compliance Officer or other authorized officer of Premium Credit Bureau.

EXHIBIT A

Mortgage Company Name _____

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 Premium Credit Bureau 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 Premium Credit Bureau Password or the Logon Code assigned to the employee to any other person.
3. The employee must agree not to order credit reports from Premium Credit Bureau 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 "**[any] person who knowingly and willfully obtains information on a consumer from a consumer reporting agency [such as Premium Credit Bureau] 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 Premium Credit Bureau 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 Premium Credit Bureau through the Premium Credit Bureau Password or the employee's Logon Code for any reason.
6. Any scores obtained from the repositories shall not be disclosed to the consumers or any third party unless clearly required by law.

I am requesting the following employees receive user names (passwords will be issued at time of setup). I certify that each employee has read and understands the Exhibit A" as a requirement to access credit reports. Appear on the User for Internet Delivery form.

Users for Internet Delivery

I have signed an Agreement for Internet Service with Premium Credit Bureau. I am requesting the following users from my office to have Internet access to credit reports provided by Premium Credit Bureau. I am requesting the following employees receive user names and passwords. I have given each user shown below a list of the Employee Requirements pertaining to Internet credit reports. I acknowledge that it is my responsibility to contact Premium Credit Bureau if an employee should no longer have access to the credit reports.

Primary Contact Person: _____
(Will use company e-mail address given below)

Secondary Contact Person: _____

Secondary Contact Email Address : _____
(These are officers authorized to make changes to the account)

Each user will need to be designated a title so that we may properly set them up on your account.
Managers will be designated with the letter "M" for a **Title** and will have all abilities.

- ◆ The ability to view all user reports
- ◆ The ability to see all invoices
- ◆ The ability to order reports and supplements for all users

Processors (P) - Less the ability to see all invoices.

Loan Officers (L) - will only have the ability to request reports and supplements

for **Accountants (A)** - will only have the ability to print monthly billing. themselves.

An administrator/manager email address is required. All Internet account billing and correspondence will be sent only to the administrator/manager.

Company e-mail Address _____ (Required)

****Please Print Clearly****

Employee Full Name	Title	Separate Invoice
1. _____	_____	<input type="checkbox"/>
2. _____	_____	<input type="checkbox"/>
3. _____	_____	<input type="checkbox"/>
4. _____	_____	<input type="checkbox"/>
5. _____	_____	<input type="checkbox"/>
6. _____	_____	<input type="checkbox"/>
7. _____	_____	<input type="checkbox"/>

AGREEMENT FOR SERVICE

Fannie Mae

THIS AGREEMENT FOR SERVICE ("Agreement") is entered into by and between _____ ("Client"), located at _____ and Premium Credit Bureau, ("Company"), located at 9580 Doral Blvd Miami FL 33178.

RECITALS

A. Client desires to receive consumer credit reports including consumer creditworthiness scores ("Credit Reports") and other consumer information (collectively, "Credit Information") through the Fannie Mae MORENETPlus® Network ("Network").

B. Company is willing to provide Client access to the Credit Information through the Network pursuant to the terms of this Agreement. The information contained in the Credit Information is obtained from multiple national consumer credit information repositories and their contractual affiliates ("Repositories"), and is provided as a merged product through a third party vendor ("Vendor").

AGREEMENT

SECTION I - CLIENT REQUIREMENTS

In order to obtain Credit Information pursuant to this Agreement, Client agrees to the following requirements, terms, and conditions:

1.1 Client Eligibility Requirements. In order to access Credit Information hereunder, Client shall satisfy the following eligibility requirements ("Eligibility Requirements"): Client must (a) be a licensee of Fannie Mae, in good standing and eligible to use Fannie Mae application software accessible via the Network (such as Desktop Underwriter®, Desktop Originator®, and Desktop Home Counselor®), and (b) be a residential mortgage lender or broker, mortgage insurance company, nonprofit mortgage counseling agency, or other entity directly involved in originating mortgage loans. Client represents, warrants, and covenants that it presently satisfies, and throughout the term of this Agreement will continue to satisfy, the Eligibility Requirements, and agrees to immediately notify Company if at any time it ceases to satisfy any of the Eligibility Requirements or, to Client's knowledge, becomes likely to cease to satisfy such requirements.

1.2 In connection with pre-qualification or affordability analyses for taking applications in connection with actual or potential residential mortgage transactions involving the consumer subject of the Credit Information, and for no other purpose. Client will have a limited, nonexclusive license solely to display and use the Credit Information in accordance with the terms of this Agreement and the requirements of applicable law.

1.3 FCRA. Client is familiar with the Fair Credit Reporting Act, as amended, ("FCRA"), 15 USC 1681 et seq., and is aware that the FCRA provides that anyone "**who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than 2 years, or both.**" Client covenants that it will comply with the FCRA and all other applicable federal and state laws with respect to the use of the Credit Information received hereunder.

1.4 Confidentiality. Client understands that the Client Information is extremely sensitive and confidential information, and Client agrees to use such information solely for the permissible purposes set forth in Section 1.2 above, to hold all such in strict confidence, and not to sell or otherwise provide such information to any third party. Client agrees further that only authorized employees of Client with a "need to know" and who have received training regarding the FCRA and their obligations under this Agreement will have access to Credit Information. Client agrees that all equipment that Client uses in order to order or receive Credit Information will be placed in a secure location and only authorized employees will have access to such equipment. Client agrees to take all necessary measures to prevent any unauthorized access to, or use of, Credit Information by any person other than Client's authorized employees, and will establish and enforce policies whereby Client's employees are forbidden to obtain or use Credit Information for purposes not permitted under this Agreement or applicable law, and to ensure compliance with all the other requirements of this Section 1.4.

1.5 Payment Terms. To pay Premium Credit Bureau upon receipt of statement for the services rendered during the previous month; payments shall be due within 15 days after receipt of the invoice. Past due amounts shall accrue interest at the rate of 1.5% per month. If collection efforts are required, Client shall pay all costs of collection, including, but not limited to, attorney's fees.

1.6 Indemnification. Client agrees to indemnify and hold harmless Company, Vendor, Repositories and all of their respective agents, employees, and independent contractors on account of any demand, action, loss, cost, expense (including, without limitation, reasonable attorney's fees and costs of litigation), damage, liability, penalty or claim (collectively "Claim") arising or resulting in connection with Client's breach of this Agreement, including, without limitation, the improper use, publication, or disclosure of Credit Information contrary to the terms of this Agreement or violation of applicable law by Client or any of its employees, agents, or independent contractors.

1.7 Disclaimer. NEITHER COMPANY, VENDOR, NOR ANY REPOSITORY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM A COURSE DEALING OR A COURSE OF PERFORMANCE, WITH RESPECT TO ANY CREDIT INFORMATION OBTAINED HEREUNDER, OR SOFTWARE PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO (A) SUCH CREDIT INFORMATION, ITS ACCURACY, VALIDITY, OR COMPLETENESS OR THAT IT WILL BE PROVIDED ON AN UNINTERRUPTED BASIS, (B) SUCH SOFTWARE, THAT IT WILL BE FREE FROM ERRORS, AND (C) BOTH, THAT THEY WILL MEET CLIENT'S NEEDS, AND ALL SUCH PERSONS EXPRESSLY DISCLAIM ALL SUCH REPRESENTATIONS AND WARRANTIES.

1.8 Release. Recognizing that Credit Information is created by and through fallible human sources, and that for the fee charged, neither Company, Vendor, nor any Repository can be the insurer of the accuracy, validity, completeness of any Credit Information, Client understands and agrees that the accuracy, completeness, and validity of Credit Information obtained hereunder is not guaranteed by Company, Vendor, or any Repository. CLIENT RELEASES ALL SUCH PERSONS AND THEIR AGENTS, EMPLOYEES, AND INDEPENDENT CONTRACTORS FROM ANY AND ALL CLAIMS FOR ANY INACCURACY, INVALIDITY, OR INCOMPLETENESS OF ANY CREDIT INFORMATION PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR EXPENSE SUFFERED BY CLIENT OR ANY OTHER PERSON RESULTING DIRECTLY OR INDIRECTLY FROM ANY CREDIT INFORMATION PROVIDED HEREUNDER. IN NO EVENT WILL COMPANY, VENDOR, OR ANY REPOSITORY HAVE ANY LIABILITY TO CLIENT OR ANY OTHER PERSON FOR SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES RESULTING FROM (A) THE INACCURACY, INCOMPLETENESS, OR INVALIDITY OF ANY CREDIT INFORMATION, OR (B) ANY SOFTWARE PROVIDED IN CONNECTION WITH THIS AGREEMENT, EVEN IN THE EVENT THAT COMPANY, VENDOR, OR A REPOSITORY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.9 Audit. In order to monitor the Client's compliance with the terms of this Agreement, Client agrees to permit Company, Vendor, and their representatives to conduct reasonable audits from time-to-time of Client's procedures and practices in connection with such compliance. Client agrees to cooperate in connection with such audits and to make available all documents, employees, and information reasonably requested by the auditing party.

1.10 Force Majeure. Neither Company, Vendor, nor any other person shall have any liability to Client or any third party for any Claim in connection with any delay, interruption, or failure of performance providing Credit Information hereunder resulting from governmental emergency orders or regulations or judicial or other governmental actions; sabotage, riots, vandalism, labor strikes or disputes; acts of God; Network or other computer hardware or software transmission distortion, interruption, delay, or failure; acts or omissions of Fannie Mae or its agents or other third parties; or any other cause if such cause is beyond its reasonable control. **1.11 Termination.** Notwithstanding the foregoing, this Agreement shall terminate automatically if Company's agreement with Vendor terminates, and Company may suspend or terminate this Agreement immediately (and Vendor may immediately suspend or terminate providing Credit Information to Client) if Client is in breach of any of its obligations hereunder in connection with ordering or using Credit Information or if Client ceases to satisfy any Eligibility Requirement. In the event of such termination, Client will have no further right to receive Credit Information or use any software provided in connection with this Agreement. The provisions of Sections 1.2, 1.4, 1.6, 1.7, 1.8, and 1.10 above, as well as any payment obligations of Client hereunder outstanding as of the date of termination, shall survive any termination of this Agreement.

1.12 Third Party Beneficiaries. Vendor is a third party beneficiary of all obligations of Client to it hereunder, and may enforce such obligations directly, to the same extent as if it were a direct party here to.

AGREEMENT TO PROVIDE CREDIT INFORMATION

In reliance on Client's representations, warranties, and covenants in this Agreement, Company agrees to provide Credit Information to Client on the terms and conditions of this Agreement. This Agreement will be effective as of the date it is executed by Company as indicated below.

Freddie Mac Addendum

I would like to sign up for the Freddie Mac access Premium Credit Bureau. This particular service requires the Freddie Mac TPO, or Seller / Servicer Number given to you from the LP services. I understand that I would still continue to pull LP files through the Freddie Mac website, and with this service a courtesy copy of all LP files will be placed on the Premium Credit Bureau website as well.

My TPO Number: _____

Or

Seller / Servicer Number: _____

My Premium Credit Bureau Account Number is INT- _____

Company Name: _____

Appendix A **MULTI BUREAU AGREEMENT ADDENDUM**

User hereby agrees to comply with all policies and procedures instituted by CRA and required by CRA's consumer reporting vendor. CRA will give User as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. User may terminate this agreement at any time after notification of a change in policy in the event User deems such compliance as not within its best interest.

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

User understands and agrees that, notwithstanding the fact that under federal law User may have several permissible purposes to obtain consumer reports, User shall only obtain such reports in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer. The federal Fair Credit Reporting Act provides that "Any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under title 18, United State Code, imprisoned for not more than 2 years, or both."

- a. During the term of this Agreement, User agrees to comply with all federal, state and local statutes, regulations and rules applicable to it, including, without limitation the FCRA, with any changes enacted to FCRA during the term of this Agreement, the Gramm Leach Bliley Act and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, and any regulations or limitations promulgated by CRA's consumer reporting vendor. Without limiting the foregoing, CRA may from time to time notify User of additional, updated or new requirements relating to such laws, compliance with which will be a condition of CRA's continued provision of the credit information to User, and User shall utilize training materials to train and educate its employees in proper security procedures consistent with industry standards. In addition, such new requirements might require price increases. User agrees to comply with any such new requirements no later than thirty (30) days after it actually receives notice from CRA and such requirements shall be incorporated into this Agreement by this reference. User understands and agrees that CRA may require evidence, including a certification that User understands and will comply with applicable laws. B. User will implement strict security procedures designed to ensure that User's employees and customers use the services and the credit information in accordance with this Agreement. User will treat and hold the services and the credit information in strict confidence and will restrict access to the services and the credit information to User's employees and customers who agree to act in accordance with the terms of this Agreement and applicable law. User will inform User's employees and customers to whom any credit information is disclosed of the provisions of this Agreement. User agrees to indemnify CRA for any claims or losses incurred by CRA as a result of the misuse of the services or the credit information by User or User's affiliates, employees, agents, subcontractors or customers in violation of this Agreement.
- b. User shall notify CRA of any breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person within 24 hours following discovery thereof. b. in the event of such a breach, User agrees to cooperate with CRA and with CRA's consumer reporting vendor in any investigation relating thereto. The nature and timing of any notifications required herein shall be under the control of CRA's consumer reporting vendor, unless otherwise required by law.
- c. For purposes of this Agreement, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.
- d. For purposes of this Agreement, "personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted: (1) Social security number. (2) Driver's license number. (3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.
- e. For purposes of this Agreement, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

f. For purposes of this Agreement "notice" may be provided by one of the following methods: (1) Write notice. (2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in section 7001 of Title 15 of the United State Code. (3) E-mail notice when the User has an e-mail address for the subject persons. (4) Conspicuous posting of the notice on the web site of the user.

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

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

i. In the event the breach is determined by CAR's consumer reporting vendor to be within the control of User, (1) User shall provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one year in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft from at least one of the national consumer credit reporting bureaus, and (2) CRA's consumer reporting vendor and CRA may assess User an expense recovery fee.

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

User agrees that CRA may verify, through audit or otherwise, that User is in fact the end user of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity.

User agrees to notify CRA of any change of ownership or control fifteen days prior to any such change CRA may require the new ownership to re-apply for the services provided for herein and may require a new physical inspection in the event the office location is changed. User hereby authorizes CRA to provide copies of any information regarding User to CRA's consumer reporting vendor. User agrees that CRA may monitor User on an ongoing basis to determine User's compliance with applicable law and the provisions of this Agreement. In the event CRA determines that User is not in compliance with applicable law or this Agreement.

User may immediately discontinue services under this Agreement. User shall remain responsible for the payment for any services provided to User by CRA prior to any such discontinuance.

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

Appendix B

Access Security Requirements

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

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

1. Implement Strong Access Control Measures

- 1.1 Do not provide your credit reporting agency Subscriber Codes or passwords to anyone. No one from the credit reporting agency will ever contact you and request your Subscriber Code number or password.
- 1.2 Proprietary or third party system access software must have credit reporting agency Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3 You must request your Subscriber Code password be changed immediately when:
 - any system access software is replaced by 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 credit reporting agency Subscriber Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
- 1.5 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the credit reporting agency its 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 Restrictible number of key personnel who have access lo credit information.
- 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.13 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.

- 1.14 Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- 1.15 After normal business hours turn off and lock all devices or systems used to obtain credit information.
- 1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

2. Maintain a Vulnerability Management Program

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

3. Protect Data

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 3.2 All credit reporting agency data is classified as Confidential and must be secured to this requirement at a minimum.

- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information,
- 3.4 Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 126-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 Police

- 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 bytes encryption, WPA encryption where available.
- 5.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

6. Regularly Monitor and Test Networks

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

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

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

Acknowledgment of Service Agreement

I have read and understand the below:

- Payment/Billing Method*
- PCB Service Agreement*
- Personal Guarantee*
- Score Addendum*
- Rapid Risk Score Review Service Agreement Addendum*
- Multi Bureau Agreement Addendum*
- Addendum for OFAC Advisor*
- Addendum to Agreement for Internet Service*
- Users for Internet Delivery*
- Multi Bureau Agreement Addendum - Appendix A & B*

By signing below you have both read and agree to the contents of this agreement in its entirety and agree to adhere to the above addendums, agreements and billing/payment methods.

Signature

Print Name

Title

Date

PCB use only Accepted by:

Signature

Print Name

Title

Date



Sample Letter of Intent

**ABC Mortgage Company
123 Main Street Los Angeles, California 12345**

Date:

To Whom It May Concern:

We at ABC Mortgage Company will use Premium Credit Bureau for the purposes of pre-qualifying home buyers for a mortgage loan. We understand that we may not pull credit reports for any other reason. My anticipated monthly volume is **[EST. MONTHLY VOLUME]** reports. I anticipate that our access will be primarily **[LOCAL, REGIONAL or NATIONAL]**.

Sincerely,

Signature

Printed Name Title