

# HOW TO GET STARTED USING CREDIT AND EVICTION REPORTS AND HOW TO UPDATE YOUR ACCOUNT

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Please complete and sign the attached "End User" Application, Credit Report Service Agreement/FCRA Requirement form and Access Security Requirement form/Credit Scoring Services Agreement. Also, send in all required documents according to your business classification.

Please fax all documents to (818) 936-6703 or e-mail to [aoa.crsa@aoausa.com](mailto:aoa.crsa@aoausa.com)  
Monday-Friday, 8:30 A.M. - 4:30 P.M.

If you have any questions, please contact us at (800) 827-4262 ext. 201 or 208  
Otherwise, mail to AOA: 6445 Sepulveda Blvd., #300, Van Nuys, CA 91411

**To screen your applicant(s), please call the Credit Check Department directly at (800) 363-5296**  
Credit Check Department inquiry lines are open from Monday – Friday, 8:30 A.M. to 8:30 P.M.  
Saturdays, 10:00 A.M. to 5:00 P.M.

A Credit and Eviction report is a landlord's best tool for finding the right tenant. In order to process credit reports on your prospective tenants, AOA is required by both federal law and credit bureau regulations to obtain specific information on the person and/or company requesting the information. Attached, please find the forms necessary to meet the compliance mandates. These documents serve three basic purposes:

1. Show that you are compliant under the Fair Credit Reporting Act (FCRA).
2. Show that you are an approved business (Individual Owner/Landlord, LLC or Property Management Company) and have a permissible purpose under federal FCRA law to request credit reports.
3. Provide acknowledgment of federal credit reporting laws and policies in place to protect tenants from fraud and identity theft.

It is important that we receive these documents back as soon as possible. Without completed forms, we will be unable to process credit reports on your behalf.

## PLEASE FOLLOW THE FOUR ATTACHED STEPS

**Individual Owner** – You are the actual owner of the rental property and/or have structured a company as an LLC and are operating your business from a **residential location**.

**Property Management Company and/or Apartment Rental Corporation** – You are a company, corporation, or LLC that operates from a **commercial business location** that manages and/or rents rental properties. Real estate companies also qualify under this category.

### **IMPORTANT:**

- *In order to process credit reports on your prospective tenants, a site inspection is **REQUIRED** for ALL members to gain credit check access. A physical inspection must be performed on each end user's business location to validate the legitimacy and location of the business. A tax deductible (business expense) cost of \$59 is required for the site inspection. (Nevada state site inspection cost is \$95)*
- *All property documents must be provided for **EACH** property to be rented and **all** property documents must be dated within the last 12 months, show the address of the rental, and owner's or business name.*
- *If you are operating as a property management company from a commercial location and specifically require **both** credit bureaus, you must send in **all** required documents listed under **each** credit bureau.*



# STEP 1: Please send in ALL required documents for the credit bureau(s) of your choice.

## **TransUnion:** Please complete EACH step:

### **A. Individual Property Owner or Property Management Company or Rental Corporation or Real Estate Agent/Firm**

- Provide a copy of your Federal Tax ID Number **and/or** Articles of Incorporation **and/or** Real Estate Broker's License **and/or** Business License (If a business license is not required by your local government, a letter signed by you stating that fact will serve as a substitute)
  - Provide a copy of your driver's license/state ID card. (Copy must be clear enough to see photo)
  - Provide business bank reference **AND** two business client references. Please use Section E & F on "End User" application.
  - Provide a "Letter of Intent" on company letterhead signed by the authorized end user. **Please refer to Pg. 9**
  - Provide a signed list of ALL managed properties including contact name, address and phone number for each location. **Please refer to pg 10**
  - Provide a copy of your phone bill with name, address and phone number matching that of "End User" application.
- Comply with a physical inspection of business premises (where your files are kept) with a one time (tax deductible) fee of \$59.00. (Please Refer to \* Site-Inspection Instructions below)

In addition, if you have been in business for one (1) year or less, two of the following items must be secured:

- Copy of utility bill in the business name for service at the principal place of business.
- Copy of lease or proof of property ownership by business of the principal place of business of end user.
- Copy of bank statement addressed to the end user at its principal place of business.

## **Experian:** Please choose **A** or **B** according to your business classification and complete EACH step:

### **A. Individual Property Owner / Landlord and/or Operating as an LLC from residential location**

- Provide a copy of ONE of the following listed documents for EACH rental property:
  - County Assessor's Bill/Property Tax Bill **or**
  - Grant Deed **or**
  - Title Report **or**
  - Escrow Closing Statement/Hud-1/ Settlement Statement
- Provide a copy of one, completed and signed rental application or rental agreement for EACH rental property from prior, existing or prospective tenants. (For filing purposes only)
- Provide a copy of your driver's license/state ID card. (Copy must be clear enough to see photo)
- Provide a copy of your phone bill with name and phone number matching that of "End User" application.

Comply with an annual physical inspection of business premises (where your files are kept) with \$59.00 (tax deductible) processing fee. (Please Refer to \* Site-Inspection Instructions Below)

\* For the Experian "**ABC**" grade report, **No** site inspection is required\*

In Addition, if you are operating under a business name ONE of the following items must be secured:

- Business License
- LLC Documents
- Proof of Fictitious Business Name Filing

### **B. Property Management Company and/or Rental Corporation/LLC and/or Real Estate Agent operating from commercial location**

- Provide a copy of your business license **and/or** Articles of Incorporation/Organization **and/or** Real Estate Broker's License.
- Provide business bank reference and two business client references. (Please use Section E & F on "End User" application.)
- Provide a signed list of ALL managed properties including the contact name, address and phone number for each location.
- Provide copies of three (3) completed/signed **rental applications** (prior or existing tenants). (Lease/Rental Agreements not required)
- Provide a copy of your phone bill with name and phone number matching that of "End User" application.

Comply with a physical inspection of commercial location of business premises (where your files are kept) with a one time (tax deductible) fee of \$59.00. (Please Refer to \* Site-Inspection Instructions Below)

(Property management Companies and/or Rental Corporation operating out of a residential location require an annual physical inspection)

## **Site-Inspection Instructions:**

Over the past few years, legislation has been passed to protect consumer credit data. It is now required that anyone receiving credit reports must be physically inspected for validation and compliance by an independent 3<sup>rd</sup> party. The 3<sup>rd</sup> party vendor we have selected to conduct these inspections is TrendSource, Inc.

**IMPORTANT:** Site inspection must confirm physical separation of the business from the living quarters.

There are two convenient ways for you to order the tax deductible site inspection:

1. Log on to [www.aoausa.com](http://www.aoausa.com) and click "**order site inspection**" listed under Tenant Screening, **OR**
2. Call our main office at (800) 363-5296 and we will order the inspection for you.

**NOTE: Once your inspection is ordered, a TrendSource field agent will contact you within 24-48 hrs to set up an appointment at a time that is convenient for both of you.**



# STEP 2: Complete End User Application

## End User Application

Date of Application: \_\_\_\_\_

Please indicate which credit bureau(s) you would like access to:

- TransUnion
- Experian
- Experian ABC Grade Report

**Important:** All information must be completed in its entirety. Please print clearly and legibly to ensure accurate and timely processing.

### A. General Company/Individual Information

The official business name and address to the main office of the company.

Company/Individual Name: \_\_\_\_\_

Years in Business \_\_\_\_\_ yrs \_\_\_\_\_ mos. Number of properties you own/manage: \_\_\_\_\_ Units: \_\_\_\_\_

Type of Ownership (indicate one):  Individual Owner/Landlord  Management Co  Apartment Rental Corporation  LLC

Do you have any other company name(s) or dba?  Yes  No If Yes, please list: \_\_\_\_\_

### Where Files/Office are Located (no P.O. box numbers, please)

Physical Street Address : \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ How Long? \_\_\_\_\_ yrs \_\_\_\_\_ mos.

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Is this a residential address?  Yes  No If Yes, does the residence have a gated community entrance?  Yes  No

Previous Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ How Long? \_\_\_\_\_ yrs \_\_\_\_\_ mos.

Do you own or lease the building in which you are located? (please check one)  Own  Lease

### B. Principal of the Company or Individual Owner

Principal name: \_\_\_\_\_

Title or Position: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_

Residential Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

### C. Business Information or Individual Owner (Please tell us about your company.)

Type of Business: \_\_\_\_\_ website: \_\_\_\_\_

Estimated # of Credit Reports you will access monthly: \_\_\_\_\_

How will you access the Credit Reports?  Personal Computer  Credit Terminal  CPU-CPU  Phone/Fax

### D. Permissible Purpose/Appropriate Use

(Application will not be processed unless this information is provided.)

Please describe the specific purpose for which credit information will be used. (What will you do with the information obtained?)

**This section MUST be completed.**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**E. Business References**

1. Company Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Phone: (        ) \_\_\_\_\_ website: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

2. Company Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Phone: (        ) \_\_\_\_\_ website: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**F. Bank Reference**

Please provide the name of the bank which maintains your business checking account.

Bank Name: \_\_\_\_\_ Phone: (        ) \_\_\_\_\_  
 Address (**no P.O. box numbers, please**) : \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Business Checking Account Number(s): \_\_\_\_\_

The following applies to consumer credit products (i.e. Consumer Credit Reports, Business Owners Profile, and Small Business Intelliscore):

I have read and understand the “**Credit Report Service Agreement/FCRA Requirements**” notice and “**Access Security Requirements/Credit Scoring Services Agreement**” and will take all reasonable measures to enforce them within my facility. I certify that I will use the Credit Reporting Agency’s product information for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. I will not resell the report to any third party. I understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated. I certify that the above information is accurate and hereby authorize the above Bank and Business Client References to release information to AOA for the establishment of opening an account.  
I also acknowledge that a site inspection of my place of business will be required to complete compliance procedures.  
I understand that the information provided in this application may be used to obtain a consumer credit report, and my creditworthiness may be considered when making a decision to grant end user access.

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Type or Print Name of Owner or Officer

\_\_\_\_\_  
 Title

**X** \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

Revised 12/10

**FOR OFFICE USE ONLY**

[ ] PP/KOB \_\_\_\_\_  
 [ ] BR/BCR \_\_\_\_\_  
 [ ] BPN/WEB \_\_\_\_\_  
 [ ] LOI \_\_\_\_\_  
 [ ] S-I \_\_\_\_\_



## **STEP 3: CREDIT REPORT SERVICE AGREEMENT & FCRA REQUIREMENTS:**

AOA Member, \_\_\_\_\_, herein referred to as "Member" declares, certifies and agrees as follows:

1. Member is an "end user" of credit data and uses such data for the permissible purposes stated in this agreement. Member will certify the purpose for which each credit report is requested at the time of the inquiry. Each request for employment purposes will be so designated at the time of the request and a separate service agreement must be completed for certifications of compliance with the Fair Credit Reporting Act (FCRA). Member will neither resell nor distribute credit data obtained from AOA, CoreLogic Saferent (CORE), TransUnion (TU), Experian (XPN), and/or any of its Affiliates to any third party. Member is aware that to do so would violate AOA's, CORE, TU's, and XPN's company policy and certain provisions of state and federal law. Member understands that information provided will be maintained in a secure file, be held strictly confidential and not sold or supplied to any third parties or affiliates. Member shall receive and maintain all credit data in strict confidence and will not reveal its contents to the consumer unless compelled by law. Member further agrees to only use Consumer Report for a one-time use.
2. **Member's rental and/or employment application contains the consumer's signature clearly and conspicuously authorizing member to obtain a credit report** and states the address of the rental property. Member is also aware that pursuant to the Fair Credit Reporting Act (FCRA) a fine under Title 18 of \$5,000 and/or imprisonment not more than two years or both may result from requesting a consumer credit report under false pretenses and/or a **\$2,500 fine** pursuant to state law for each violation ([www.ftc.gov](http://www.ftc.gov)). Member agrees to comply with all applicable federal, state and local laws, including the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act of 2003, 15 U.S.C. § 1681 et seq.
3. **Member and member's employees will not access consumer credit data on themselves, friends and/or family members. Member shall only run reports on his/her/its employees for employment purposes only through an authorized and designated representative and not by the subject employee.**
4. Member will maintain adequate security with reference to access and use of membership numbers, subscriber codes, security passwords, consumer data and remote computer access capabilities to prevent unauthorized use and ensure confidentiality.
5. Member agrees to defend and hold AOA, CORE, TU, XPN, and/or any of its Affiliates their employees and agents, harmless on account of any expense or damages arising out of Member's or Member's employee's or agent's breach of any of the terms herein or violation of any law applicable hereto.
6. Member agrees that an on-site inspection must be made of member's place of operation along with 3 photos to help verify compliance with this agreement.
7. Member recognizes that information is secured by and through fallible human sources and that for the fee charged AOA, TU, XPN, CORE, and/or any of its Affiliates cannot be an insurer of the accuracy of the information. Member understands that the accuracy of the information furnished by said providers is not guaranteed and Member releases said providers and their employees, agents and independent contractors from liability for any loss or expense suffered as a result of any inaccuracies, errors or omissions in said information.
8. Member agrees that upon request from AOA, member will supply to AOA qualifying documents to verify ownership and/or management of rental units, etc., as required by CORE, TU, XPN, and/or any of its Affiliates to be renewed every three years or when member changes location. Member will preserve all applications and other consumer documents for five (5) years from the date of the inquiry whether the application is accepted or rejected. Member will make all said documents available to AOA.
9. Member agrees to pay all charges with the authorized credit card on file. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms or default in anyway of your credit obligations to AOA. Member expressly authorizes AOA (including a collection agency) to obtain a consumer credit report, which AOA may use for the processing of membership application and/or for debt collections. With just cause, such as payment delinquency or violation of the terms of this contract or a legal requirement, AOA may, upon its election, discontinue all membership services to Member and cancel this Agreement immediately by oral or written notice. Member agrees to all terms of this agreement.

### **Federal Fair Credit Reporting Act (FCRA-Public Law 91-508)**

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

- § 604. Permissible Purposes of Reports
- § 607. Compliance Procedures
- § 615. Requirement of users of consumer reports
- § 616. Civil liability for willful noncompliance
- § 617. Civil liability for negligent noncompliance
- § 619. Obtaining information under false pretenses
- § 621. Administrative Enforcement
- § 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies

As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes. In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we require that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate. AOA strongly endorses the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce. We support consumer reporting legislation that will assure fair and equitable treatment for all consumers and users of credit information. We encourage you to view these laws on the Federal Trade Commission's web site at: [www.ftc.gov](http://www.ftc.gov).

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Membership Number

\_\_\_\_\_  
Date



# STEP 4: ACCESS SECURITY REQUIREMENTS & CREDIT SCORING SERVICES AGREEMENT

We must work together to protect the privacy and information of consumers. The following information security measures are designed to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to employ an outside service provider to assist you. Capitalized terms used herein have the meaning given in the Glossary attached hereto. The credit reporting agency reserves the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security. In signing the AOA Credit Report Service Agreement, you also agree to follow these security measures:

## 1. Implement Strong Access Control Measures

- 1.1 Do not provide your credit reporting agency Subscriber Codes or passwords to anyone. No one from the credit reporting agency will ever contact you and request your Subscriber Code number or password.
- 1.2 Proprietary or third party system access software must have credit reporting agency Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3 You must request your Subscriber Code password be changed immediately when:
  - any system access software is replaced by system access software or is no longer used;
  - the hardware on which the software resides is upgraded, changed or disposed of
- 1.4 Protect credit reporting agency Subscriber Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
- 1.5 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the credit reporting agency's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.6 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.7 Keep user passwords Confidential.
- 1.8 Develop strong passwords that are:
  - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.9 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.10 Active logins to credit information systems must be configured with a 30 minute inactive session, timeout.
- 1.11 Restrict the number of key personnel who have access to credit information.
- 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.13 **Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.**
- 1.14 Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- 1.15 After normal business hours, turn off and lock all devices or systems used to obtain credit information.
- 1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

## 2. Maintain a Vulnerability Management Program

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

## 3. Protect Data

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 3.2 All credit reporting agency data is classified as Confidential and must be secured to this requirement at a minimum.
- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 3.4 Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.
- 3.5 Only open email attachments and links from trusted sources and after verifying legitimacy.

## 4. Maintain an Information Security Policy

- 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.



- 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 4.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

#### 5. **Build and Maintain a Secure Network**

- 5.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.
- 5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- 5.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
- 5.4 Any stand alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services and network traffic.
- 5.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
- 5.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

#### 6. **Regularly Monitor and Test Networks**

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

**Record Retention:** 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.”*

### **Credit Scoring Services Agreement**

The End User hereby agrees to the following:

- (i) The End User warrants that it has a "permissible purpose" under the Fair Credit Reporting Act, as it may be amended from time to time, to obtain the information derived from the Transunion and/or Experian/Fair, Isaac Model.
- (ii) The End User agrees to 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;
- (iii) 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;
- (iv) Notwithstanding any contrary provision of this End User Agreement, End User may disclose the Scores provided to End User under this End User Agreement to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only.
- (v) A requirement that each End User comply with all applicable laws and regulations in using the Scores and reason codes purchased from Reseller;
- (vi) 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 Transunion and/or 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 Transunion and/or Experian/Fair, Isaac Model without such entity's prior written consent;
- (vii) 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 Transunion and/or Experian/Fair, Isaac in performing the Transunion and/or Experian/Fair, Isaac Model;
- (viii) **Warranty.** Transunion warrants that the Transunion Model and Experian/Fair, Isaac warrants that the Experian/Fair, Isaac Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Transunion and/or Experian/Fair, Isaac Model was developed, the Transunion and/or Experian/Fair, Isaac Model score may be relied upon by Reseller and/or End Users to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to End Users. Transunion and/or Experian/Fair, Isaac further warrants that so long as it provides the Transunion and/or 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 1691 *et seq.* THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES TRANSUNION AND/OR EXPERIAN/FAIR, ISAAC HAVE GIVEN RESELLER AND/OR END USERS WITH RESPECT TO THE TRANSUNION AND/OR EXPERIAN/FAIR, ISAAC MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TRANSUNION AND/OR EXPERIAN/FAIR ISAAC MIGHT HAVE GIVEN RESELLER AND/OR END USERS WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Reseller and each respective End User's Rights under the foregoing Warranty are expressly conditioned upon each respective End User's periodic revalidation of the Transunion and/or 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.*).
- (ix) A provision limiting the aggregate liability of Reseller, Transunion and/or Experian/Fair, Isaac to each End User to the lesser of the Fees paid by Reseller to Transunion and/or Experian/Fair, Isaac for the Transunion and/or 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 Reseller under the Resale Contract during said six (6) month period, and excluding any liability of Reseller, Transunion and/or Experian/Fair, Isaac for incidental, indirect, special or consequential damages of any kind.

### **Some of the technical requirements stated in this form may not apply to all end users but must be included into our Access Security Requirements Form/Credit Scoring Services Agreement as directed by the Credit Reporting Agency.**

It is important that you keep all rental/employment applications for a minimum of five years. This will help to facilitate the investigative process should a consumer claim that you inappropriately accessed their credit report. I acknowledge receipt and understanding of this document. I further agree to implement and adhere to the above controls.

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Membership Number

\_\_\_\_\_  
Date



## Glossary

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



Name/Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

### Letter of Intent

Please answer the following questions:

What is the nature of your business?

\_\_\_\_\_  
\_\_\_\_\_

For what purpose will you use the credit report(s) ordered?

\_\_\_\_\_  
\_\_\_\_\_

Please indicate if your access to credit reports will primarily be for local, regional or national reports?

\_\_\_\_\_

How many credit reports do you anticipate ordering each month? \_\_\_\_\_

How many credit reports do you anticipate ordering each year? \_\_\_\_\_

### Business License:

Is a Business License required in your area to operate as a landlord? \_\_\_\_\_

(If yes, please provide a copy of your Business License)

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Member number: \_\_\_\_\_

Date: \_\_\_\_\_



