

# FAST and EASY ACCESS to Tenant Screening

## FOUR SIMPLE steps to get you started:

**STEP  
1**

Submit the required documents for the credit bureau(s) of your choice

**STEP  
2**

Complete the End User Application

**STEP  
3**

Sign the Credit Report Service Agreement & FCRA Requirements

**STEP  
4**

Sign the Access Security Requirements & Credit Scoring Agreement

Mr. Landlord is required by state and federal law to investigate and validate the legitimate business of the member who has a need for a consumer credit profile. Attached, please find the forms necessary to meet the compliance mandates. These documents serve three basic purposes:

- To show that you are compliant under the Fair Credit Reporting ACT (FCRA).
- To confirm 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.
- Your acknowledgment of federal credit reporting laws and policies in place to protect tenants from fraud and identity theft.

THE FCRA IMPOSES CRIMINAL PENALTIES – INCLUDING A FINE, UP TO TWO YEARS IN PRISON, OR BOTH – AGAINST ANYONE WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES, AND OTHER PENALTIES FOR ANYONE WHO OBTAINS SUCH CONSUMER INFORMATION WITHOUT A PERMISSIBLE PURPOSE. OTHER APPLICABLE LAWS MAY IMPOSE SIMILAR PENALTIES.

**Email to:**

[serviceagreement@mrlandlord.com](mailto:serviceagreement@mrlandlord.com)

**Fax to:**

Compliance Relations Team at (818) 245-9332

**Contact:**

For all compliance questions please call: (888) 294-4640 Monday - Friday, 8:30 A.M. – 5:00 P.M. PST

Thank you for working with us to meet the requirements of the credit bureaus.

MRLANDLORD.COM

AOA Tenant Screening Company (rev. 0515)

Telephone: 888-294-4640 Fax: 818-245-9332 E-mail: [serviceagreement@mrlandlord.com](mailto:serviceagreement@mrlandlord.com)

# STEP 1 - Submit the required documents

If you are an individual property owner, property management company, rental corporation or real estate broker/firm, please submit the following:

1. Clear copy of your driver's license
2. A voided check or bank deposit slip
3. The phone bill with the contact name and number you have provided us
4. If you are operating under a business name, send ONE of the following: business license, LLC documents, proof of fictitious name filing OR Federal Tax ID.

**Please select the credit bureau(s) of your choice**

Mr. Landlord recommends that you obtain authorization for both

## Transunion Full Credit Report

If you are operating from a **commercial** or **residential** location, a **one-time** on-site visit is required.

If you have been in business for **LESS** than **ONE** year, please send a copy of the utility bill for your primary business location.

## Experian Full Credit Report

If you are operating from a **residential location**, an on-site visit is required annually. If you are operating from a **commercial location**, a one-time on-site visit is required.

**Individual owners** need to submit either a tax bill or property insurance for each rental property.

Plus, for each rental property, submit a signed and completed rental application from either an existing tenant or a new applicant.

**Management companies** need to submit **three** completed and signed rental applications from either existing tenants or new applicants.

## ABC Grade Report

Please submit the required paperwork for Experian. You do not need an "ON-SITE INSPECTION" when using the ABC report only. If you have any questions, please call 888-294-4640

For full access to credit reports, a site inspection is **REQUIRED** by the credit bureaus. This tax-deductible \$59.00 fee for the onsite inspection applies to both credit bureaus.

**Thank you for working with us to meet the requirements of the credit bureaus!**

# STEP 2 - Complete End User Application

## General Company/Individual Information

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

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

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

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.

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.

## Principal of the Company or Individual Owner

(Please tell us about your company.)

Principal name: \_\_\_\_\_ Title or Position: \_\_\_\_\_

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

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

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

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

Years in Business: \_\_\_\_\_ Yrs. \_\_\_\_\_ Mos. Number of properties you own/manage: \_\_\_\_\_ Units: \_\_\_\_\_

## Business Information or Individual Owner

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address \_\_\_\_\_

Type of Business: \_\_\_\_\_ Anticipated monthly volume : \_\_\_\_\_ Will access be primarily:  Local  Regional  National

Website Address: \_\_\_\_\_ How will you access the Credit Reports?  Online Access

## 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.

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 on the letter of Intent 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 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.

X \_\_\_\_\_  
Company Name or Name of Owner or Officer

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

X \_\_\_\_\_  
Date

# STEP 3

## Credit Report Service Agreement & FCRA Requirements

Mr. Landlord subscriber Name/Company \_\_\_\_\_, 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, 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, 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, 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, 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 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

\_\_\_\_\_  
Date

# STEP 4

## ACCESS SECURITY REQUIREMENTS & CREDIT SCORING SERVICES AGREEMENT

It is important 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.”

## **7. Mobile and Cloud Technology**

- 7.1 Storing credit data on mobile devices is prohibited.
- 7.2 When using cloud providers to access, transmit, store, or process credit data ensure that appropriate due diligence is conducted to maintain compliance with applicable laws and regulations and contractual obligations. Cloud providers must have gone through independent audits and are compliant with one or more of the following standards: ISO 27001, PCI DSS, EPI3PA, SSAE16 – SOC 2 or SOC3, FISMA, CAI/CCM assessment.

## **8. FCRA & Other Policies**

- 8.1 You must always get a subject’s written authorization before accessing their credit and/or public record profile. If you access a subject’s credit and/or public record information under false pretenses, and/or without their authorization the penalty for such action(s) under the Federal FCRA Section 621(a)(2)(A) is imprisonment for up to one year and up to a \$2,500.00 fine, and/or any civil damages the court may award the party which brought the action. EXCEPTION: The Federal Fair Credit Reporting Act states in effect that a creditor or their authorized agent attempting to collect a valid and legally enforceable debt (with or without a judgment) from a subject, can obtain a credit profile on that subject without their authorization.
- 8.2 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 FCRA/FACTA, the credit reporting agency requires that you retain the credit/rental application for a period of not less than 6 years (both approved and denied applicants). 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.
- 8.3 Adverse Action – If you deny a subject for a credit related transaction (in the form of a rental of a dwelling, the financing of a product or service, etc.) you are to provide them with such a notice in writing. This notice must reference that CRA’s name, address and toll free number that provided the report and the CRA did not make the decision to take adverse action. State that the subject can request a copy of their credit profile from the credit reporting agency in question free of charge. They must request their credit profile within 60 days from the date they were denied credit (otherwise, they must pay the credit bureau’s prevailing rate for a copy of their report). In addition, the notice must state that the subject has the right to dispute the accuracy or completeness of any information contained in their consumer credit and/or public record report.
- 8.4 Prohibited Business – AOA cannot serve any companies or individuals engaged in any of the following businesses: adult entertainment, business in an unrestricted residential location, attorneys or law offices, bail bondsman, check cashing, credit counseling or repair, dating service, financial counseling, genealogical research and people locator service, massage service, pawn shop, private detectives, 3rd party repossession, companies involved in spiritual counseling, future services (ex. Health club, timeshare), tattoo service, news agencies, insurance claims, those who intend to re-sell its credit and/or public record reports directly, or indirectly, or those who plan to use (or which do use) such information in any unlawful manner as set forth in the Fair Credit Reporting Act, as well as any other applicable federal, state, and/or local laws(s). Furthermore, AOA cannot serve any individuals or companies which plan to use (or which do use) its reports for any purpose(s) prohibited by its policies and/or agreement. If you misuse said information in the manner(s) described above, your account with AOA will be terminated without notice.
- 8.5 Death Master File – Subscriber acknowledges that many services containing credit information also contain information from the Death Master File as issued by the Social Security Administration (“DMF”); certify pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. section 1110.102 that, consistent with its applicable FCRA of GLB use of credit bureau information, the subscriber’s use of deceased flags or other indicia within the credit information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R section 1110.102(a)1); and certify that the subscriber will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the credit information.

“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

\_\_\_\_\_  
Date

