



Credit Information Systems

CLIENT INFORMATION FORM / AGREEMENT

Date: _____

NOTICE TO USERS OF CONSUMER REPORTS. Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. FCRA, 15 U.S.C. §§ 1681 et seq. Section 604 of the FCRA contains a list of the permissible purposes under the law

CLIENT INFORMATION

CLIENT Name _____

Do you have any other company name(s) or DBA? Yes No If Yes, please list: _____

Physical Address _____

City _____ State _____ Zip _____

Billing Address _____

City _____ State _____ Zip _____

Telephone Number _____ Fax _____

Email _____ Website _____

Would you like your monthly statement emailed? Yes No Do you operate a "home" based office? Yes No

BUSINESS INFORMATION

Type of Ownership Partnership Sole Proprietor Corporation LLC Non-profit

Principal Name / Title _____

Principal Name / Title _____

Business Opened (MM/YY) _____

Federal Tax ID _____

Business License Type _____ Issuing Agency _____

License Number _____ Date of Expiration _____

Please attach a copy of License. If not applicable, please provide copy of proof of bona fide business.

Permissible Purpose for Credit Reports _____

Is the CLIENT associated with Credit Repair? Yes No

Is the CLIENT a Publicly Traded Corp., State or Federal Bank, Savings & Loan or Credit Union? Yes No

If answer is no, completion of the following section is required.

OWNERSHIP INFORMATION (Excludes Publicly Traded Corp's, Banks, Savings & Loans and Credit Unions)

As Owner, Partner, Principal or Officer of Client, I hereby give my consent to CREDIT INFORMATION SYSTEMS to obtain any and all information concerning my business and personal history and financial credit report, which CREDIT INFORMATION SYSTEMS may require in connection with this Agreement. Such information may be gathered through the use of any investigative or credit agencies of its choice. In addition, I hereby authorize CREDIT INFORMATION SYSTEMS to secure all information, including credit information contained in my creditors account files.

Name / Title _____

Home Address _____

City, State and Zip _____

Cell Phone _____ Social Security Number _____

Signature _____

CLIENT'S SIGNATURE ALSO REQUIRED ON PAGE 5

REFERENCES REQUIRED

Bank Name _____ Date Opened _____

Name As It Appears On Account _____

Address _____ Account Number _____

Telephone Number _____ Contact Person _____

Business Reference _____ Contact Person _____

Telephone Number _____ Account Number _____

This Client Agreement is made on _____ between _____ (hereinafter referred to as "Client") and Credit Information Systems who agree to the following:

Information. Credit Information Systems will provide to the Client the products or services (Information), subject to the terms and conditions of this Agreement and applicable law. In connection with furnishing the Information to Client, Credit Information Systems will use good faith efforts to obtain and assemble the requested Information from reliable sources, including but not limited to Equifax, Experian and Trans Union, but Credit Information Systems does not guarantee the accuracy of any Information reported. Credit Information Systems will furnish to Client all discovered pertinent Information through electronic or manual delivery. Client will not resell the Information, or related reports, or the contents of the Information, or reports obtained as a result of this Client Agreement.

Payment Terms and Pricing. Client will be billed monthly for services requested. Payments are to be delivered to Credit Information Systems, according to the terms agreed upon in Exhibit E and may be made payable to Credit Information Systems. The charges for said services will be at Credit Information Systems' ("Credit Information Systems") standard rates, as may be periodically adjusted with thirty days notice, unless specifically agreed to in writing in advance by Credit Information Systems. Client agrees to pay accrued charges within 20 days of the statement/invoice date. Credit Information Systems may terminate services without further notice or liability if the balance due is not timely paid. An additional 1.5% per month interest charge will be charged on all amounts not paid within 20 days after due date, both before and after judgment, and continue each month until paid in full. In the event of default, the undersigned agrees to pay all costs of collection including collection agency fees and attorneys' fees whether hourly or contingent, but not to be less than 33 1/3% of the amount due if contingent, together with costs of court. Client further agrees that any legal action may be brought in Salt Lake County, Utah or Pottawattamie County, Iowa, at Credit Information Systems' discretion.

Term; Termination. The Client Agreement will remain in force and in effect for one year, and thereafter from year-to-year, on the same basis as set forth herein. If Client is delinquent in any payment provided for herein, or is in violation of the FCRA, or has breached any term of this Agreement, or there is a material change in any law or regulation which adversely affects this Agreement, or upon expiration or termination of Credit Information Systems' agreement with the source of the Information, Credit Information Systems will have an unrestricted right, without prior notice, to forthwith terminate this Agreement, without any liability of any kind or nature whatsoever to Client. Credit Information Systems reserves the right to terminate this Agreement for any reason, effective upon 30-days written notice to Client. If the Client's account is paid in full, Client may terminate this Agreement for any reason, effective upon 30-days written notice to Credit Information Systems. The Sections entitled Information, Compliance with Laws, Indemnification, Governing Law, Dispute Resolution, Attorneys Fees, and Limitation on Liability/No Warranties shall survive expiration or termination of this Agreement.

Client's Compliance with Laws. Client will conduct itself and use the Information or any other products and services provided pursuant to this Client Agreement in compliance with all international, federal, state and local laws, regulations and orders as may be applicable. Client acknowledges and agrees that insofar as the Credit Information Systems web site can be accessed internationally, Client shall not access or transmit technical or other data outside of the United States.. Client will be solely responsible for any penalties or fines assessed for failure to abide by such laws, regulations, and ordinances and shall indemnify Credit Information Systems from and against all claims, fines, costs (including reasonable attorneys' fees) and liability related to or arising from Client's failure to observe or comply with all such laws or regulations.

Client's FCRA Representations. In addition to the agreements and representations made elsewhere in this Client Agreement, Client represents that it is knowledgeable of and will comply with all applicable provisions of the Fair Credit Reporting Act (FCRA), 15 U.S.C. §§1681 et seq. and all other applicable statutes, both federal and state, and in connection therewith, acknowledges and agrees that (i) the "Obligations of Users Under the FCRA" (Exhibit A) is incorporated herein and is hereby made an integral part of the Client Agreement, and Client acknowledges its agreement as a user of consumer reports to comply with the same by execution of this Agreement; and (ii) Client will use consumer notice forms in correspondence with consumers only with the express consent and the advice of Client's own legal counsel and Credit Information Systems is not responsible for Client's use or misuse thereof. Client certifies that it will order Credit Information Systems services that are consumer reports, as defined by the Federal Fair Credit Reporting Act, 15 U.S.C. §§1681 et seq. (FCRA), only when Client intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for one of the following permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or services, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with an existing credit obligation; (iv) when Client otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the accounts; or (v) for employment purposes. Client will use each consumer report ordered under this agreement for one of the foregoing purposes and for no other purpose. Client further acknowledges and agrees that the "Obligations of Furnishers Under the FCRA" (Exhibit B) is incorporated herein and is hereby made an integral part of the Agreement.

Client Responsibilities and Certifications. Client will comply with the applicable provisions of the FCRA (information can be found here: <http://ecfr.gpoaccess.gov/cgi/t/text/textidx?c=ecfr;sid=09558a8309d73086b9217fe5af1ce0ef&rgn=div5;view=text;node=12%3A8.0.2.14.16;idno=12;cc=ecfr>); Federal Equal Credit Opportunity Act (information can be found here: <http://ecfr.gpoaccess.gov/cgi/t/text/textidx?c=ecfr&sid=09558a8309d73086b9217fe5af1ce0ef&rgn=div5&view=text&node=12:8.0.2.14.1&idno=12>); the Safeguards Rule (information can be found here: <http://business.ftc.gov/documents/bus54-financial-institutions-and-customer-information-complying-safeguards-rule>); Gramm-Leach-Bliley Act (information can be found here: <http://business.ftc.gov/documents/bus67-how-comply-privacy-consumer-financial-information-rule-gramm-leach-bliley-act>); and will comply with the "Disposal of Consumer Report Information and Records" (information can be found here: http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a273032f4545305b53bd3b788739f586&tpl=ecfrbrowse/Title16/16cfr682_main_02.tpl) and any amendments to them, all applicable state law counterparts, and all applicable regulations promulgated under any of them including, without

limitation, any provisions requiring adverse action notification to the consumer. Each time a request for a consumer report is made, Client will use the Information solely in connection with a transaction or agreement 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. Each time a request for a consumer credit report is made on a Vermont resident or a resident of any state having a similar consumer consent statute, Client certifies, represents and warrants that Client will have obtained the consent of the consumer prior to accessing the Information. Client shall use each Consumer report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties unless the disclosure falls under the Secondary Use of Services as outlined below and also provided, however, that Client may disclose the Information to the consumer or if adverse action has been taken based on the Information and/or is otherwise required by law. Client will (i) verify the identity of each consumer who is the subject of the Information; (ii) refer consumers to Credit Information Systems to all substantive inquiries regarding the Information; (iii) Client will maintain the confidentiality and privacy of the Information in accordance with the requirements of the FCRA and other applicable laws and regulations. Client waives the right to charge back any fees for credit searches that are returned "no record found". Under this Agreement, Client cannot request reports on himself/herself, associates or any other person unless it is a part of Client's official duties. Client shall reasonably cooperate with Credit Information Systems or its designee to provide certifications and information and in the conduct of inspections to verify that the Client meets the requirements for access to the Information under the FCRA or for any other required purpose under the FCRA or similar laws and regulations. Credit Information Systems may periodically conduct audits of clients regarding its compliance with the FCRA and other certifications in this agreement. Client gives its consent to Credit Information Systems to conduct such audits and agrees that any failure to cooperate fully in the conduct of any audit will result in the immediate termination of Client's account with Credit Information Systems. Client will maintain copies of all written authorizations for minimum of five (5) years from the date of inquiry. If requested by Credit Information Systems, Client will provide to Credit Information Systems a copy of the consumer authorization within five (5) business days of the request. **Client will not alter or permit a third party to alter any Information received from Credit Information Systems.**

Client certifies that it is not: an adult entertainment service of any kind, attorney or law firm engaged in the practice of law, unless engaged in collection or using the report in connection with a consumer bankruptcy pursuant to the written authorization of the consumer, bail bondsman, credit counselor, credit repair clinic, dating service, financial counselor, genealogical or heir research firm, massage service, company that locates missing children, pawn shop, private detective, detective agency or investigative company, company that handles third party repossessions, subscription company (magazines, book clubs, record clubs etc.), tattoo service, company seeking information in connection with time shares (exception: financiers of time shares), law enforcement agency, asset location service, news agency or journalist, company or individual involved in spiritual counseling, insurance claims, or another reseller of credit information.

Credit Information Systems' FCRA Representations. Credit Information Systems shall be knowledgeable of and will comply with all applicable provisions of the Fair Credit Reporting Act (FCRA), 15 U.S.C. §§ 1681 et seq., and all other applicable statutes, both federal and state. Credit Information Systems shall furnish Client with all discovered pertinent information not considered obsolete by FCRA on individuals, firms or corporations, including but not limited to: identifying information, credit history, employment, and public records information.

Credit Information Systems Gramm-Leach-Bliley Representations.

Credit Information Systems, a division of Credit Bureau of Council Bluffs Inc., as a third-party service provider to Client, verifies that it is familiar with the requirements of the Gramm-Leach-Bliley Act. Information about the Gramm-Leach-Bliley Act can be found at: <http://business.ftc.gov/documents/bus67-how-comply-privacy-consumer-financial-information-rule-gramm-leach-bliley-act> Credit Information Systems agrees, during the term of its agreement(s) with Client, it will maintain systems to safeguard non-public customer information consistent with the requirements of the Gramm-Leach-Bliley Act.

Credit Information Systems agrees that its procedures shall be designed to meet the following objectives including:

- Ensuring the security and confidentiality of non-public customer information
- Not to provide name lists (pre-screens) to any credit granter derived directly from non-public customer information supplied by Client in the course of order(s) for service(s)
- Not to disclose nonpublic information about Client's customers wherein such disclosure is prohibited by law
- Protect against unauthorized disclosure of non-public information to unaffiliated third parties
- Comply with Client's monitoring requirements for compliance purposes as reasonably requested from time to time, by providing copies of available audits, test results, reports and similar materials
- Protect against known threats or hazards to the security or integrity of such information.

Secondary Use of the Services During the term of this agreement, Client may request that Credit Information Systems provide client with the Secondary Use (described below) of the Services to the extent offered from time to time by Credit Information Systems and permitted by this agreement. Credit Information Systems hereby grants Client a nonexclusive, nontransferable, limited license for the Secondary Use of the Services in a manner consistent with the terms and conditions of this Agreement. "Secondary Use" means (i) the provision of a consumer credit report, or information contained therein, to a third party in relation to an application by said consumer (ii) the provision of a consumer credit report, or information contained therein, to the client for a second FCRA permissible purpose. Except to the extent set forth herein, the term "Secondary Use" shall only apply to the following consumer credit services: credit profile reports, and FICO scores.

CLIENT represents that it is knowledgeable of Secondary Use requirements and understands all Secondary Use inquiries will be tracked and reported to the repositories. Credit Information Systems shall invoice and Client agrees to pay Credit Information Systems any fees associated with Secondary Use as determined by the National Credit Reporting Repositories.

Access Security Requirements. FCRA 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 of the United States Code, or imprisoned not more than two years, or both. Client acknowledges that the "Access Security Requirements" (Exhibit C) is incorporated herein and is hereby made an integral part of the Client Agreement. Credit Information Systems reserves the right to modify the "Access Security Requirements" at its sole discretion.

Repository Risk Scores. Client 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 Fair Isaac Credit Scoring Model ("Scores"), and

Client will request Scores for Client's exclusive use. Client may store Scores solely for Client's own use and furtherance of Client's original purpose for obtaining Scores. Client shall not use Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except (i) to those employees of the Client with a need to know and in the course of their employment; (ii) to those third party processing agents of Client who have executed an agreement that limits the use of the Scores by the third party to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes to the consumer who is the subject of the Score; or (iv) as required by law.

Force Majeure. Neither party shall be liable to the other for any delay or failure in performance of any part of this Agreement if such delay or failure is caused by an unforeseeable event beyond the reasonable control of the party seeking to be excused including without limitation: acts of God; fire; flood; labor strike; sabotage; electronic transmission failure, material shortages or information unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders; lack of or delay in transportation; government codes; ordinances, laws, rules, regulations, restrictions or permitting requirements; and war, terrorism, riots and civil disorder (collectively, "Force Majeure Event"), provided however, no Force Majeure Event shall excuse Client's failure to timely make any payments required under this Agreement.

Indemnification. Each party shall, at its own expense, indemnify, defend, and hold harmless the other party, and such party's employees, directors, officers, affiliates, representatives, and agents (collectively referred to as the "Indemnified Parties") against any claim, suit, action, liabilities, costs, and expenses, including any proceeding brought by a third party against the Indemnified Parties (collectively referred to as "Claims"), to the extent that such Claim is based on or arises from the breach of any representation, warranty, or covenant of the indemnifying party. In addition, Client shall indemnify, defend, and hold harmless the Credit Information Systems Indemnified Parties against any Claim arising from or related to the Client's use of the Information or arising from any negligence or willful misconduct of Client, its agents, employees and representatives, or from Client's publication or other disclosure of the Information, data, scores, actions and other information provided by Credit Information Systems hereunder. The indemnifying party will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Indemnified Parties in connection with or arising from or attributable to any such Claim. The indemnifying party's obligations under this section shall be subject to reasonably prompt notice of any such Claim and permitting the indemnifying party, through its counsel, to answer and defend such Claim. The Indemnified Parties, at their own expense, shall have the right to employ separate counsel and participate in the defense thereof. In no event may either party enter into any third-party agreements that would in any manner affect the rights of, or bind, the other party in any manner to such third party, without the prior written consent of the other party.

Governing Law; Dispute Resolution. This Agreement, all disputes arising under this Agreement, and the relationship between the parties will be governed by the laws of the State of Iowa without regard to conflict of laws principles and will be litigated only in the state courts situated in Pottawattamie County or the United States District Court for the District of Iowa, in the State of Iowa. Client irrevocably submits to the jurisdiction of such courts and waives any objection it may have to either the jurisdiction of or venue in such courts.

Attorneys' Fees. In the event of any default on the part of either party to this Agreement, in addition to all other remedies, the party in default will pay the aggrieved party all amounts due and all damages, costs and expenses, including reasonable attorneys' fees, incurred by the aggrieved party in any legal action, arbitration or other proceeding as a result of such default, plus interest at the highest rate allowable by law, accruing from the date of such default.

Severability. If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of the Client Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect.

Limitation on Liability/No Warranties. For purposes of this Agreement, "Consequential or Incidental Damages" shall mean any loss of anticipated revenues, income, profits or savings; loss of or damage to business reputation or good will; loss of customers; loss of business or financial opportunity; or any other indirect or special damages of any kind categorized as consequential or incidental damages under the law of the State of Iowa. IN NO EVENT SHALL EITHER PARTY, OR ITS DIRECTORS, EMPLOYEES, OWNERS, AFFILIATES, AGENTS OR REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, INDIRECT, SPECIAL OR OTHER SIMILAR DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR EXEMPLARY OR PUNITIVE DAMAGES. The limitations of liability set forth in this section shall survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. INFORMATION OR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY CREDIT INFORMATION SYSTEMS HEREUNDER ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Notices. Except as otherwise provided herein, all required notices shall be in writing, transmitted to the parties at the addresses first written in this Agreement or such other addresses as may be specified by written notice, and will be deemed given either: (i) when delivered by facsimile, e-mail or otherwise electronically, so long as duplicate notification is sent simultaneously via regular U.S. Mail or overnight delivery; (ii) when delivered in person to the recipient named on the signature page; (iii) three days after the notice is mailed by either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (iv) when actually delivered by an overnight courier service.

Amendment. Except as otherwise provided herein, all amendments to this Agreement shall be in writing and signed by the parties.

Assignment. Client shall not assign, sell or transfer its rights in this Agreement or the right to receive the Information, services or products provided hereunder, whether by operation of law or otherwise, without Credit Information Systems' prior written consent, which shall not be unreasonably withheld or delayed. This Agreement is fully assignable by Credit Information Systems and shall inure to the benefit of any assignee or other legal successor in interest. Credit Information Systems also reserves the right to delegate any or all of its duties arising hereunder.

Change of Client Ownership. If Client is an entity other than an individual, in the event of a change in control of the ownership of Client, Client must notify Credit Information Systems in writing. In such event, Client must execute a new Client Agreement or Client's service hereunder may be suspended or terminated.

No Waiver. The terms, representations and warranties of this Agreement may only be waived by a written instrument executed by the party waiving compliance. Except as otherwise provided for herein, neither party's failure to enforce any right or remedy available to it under this Agreement shall be construed as a continuing waiver of such right or a waiver of any other provision hereunder.

Client's Additional Authorizations and Certifications. Client authorizes Credit Information Systems to establish additional accounts as requested by the Client from time to time. Client will pay for all services billed for such additional accounts. All additional accounts will be placed on the same billing method as Client's master account unless otherwise requested by Client. If Client establishes additional accounts for its subsidiaries or affiliates, and the services provided to such entities are credit-related, Client represents, warrants and certifies that the entities utilizing such credit services are properly license in the states in which they are conducting business and have been advised of the End User Responsibilities under the FCRA as well as its Access Security Requirements, as set forth in Client Agreement.

Authority of Undersigned. Client or representative of Client executing this Agreement represents and warrants that he/she has full power and authority to bind Client, and all officers, partners, agents employees and representatives ("Client Representatives") of Client acting hereunder, it being understood that all such Client Representatives are bound and subject to this Agreement.

Client certifies that they have read and understand the terms of this agreement.

| | | | |
|--------------|-------|----------------------------|-------|
| CLIENT NAME | _____ | CREDIT INFORMATION SYSTEMS | |
| ADDRESS | _____ | | |
| | _____ | | |
| BY | _____ | BY | _____ |
| PLEASE PRINT | | PLEASE PRINT | |
| SIGNATURE | _____ | SIGNATURE | _____ |
| POSITION | _____ | POSITION | _____ |
| DATE | _____ | DATE | _____ |

NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Consumer Financial Protection Bureau.

Exhibit A

Part III
16 CFR Part 601
Notices of Rights and Duties Under the
Fair Credit Reporting Act; Rule
Appendix C to Part 601 – Prescribed Notice of Users Responsibilities
This appendix prescribes the content of the required notice.

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

The federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State Law may impose additional requirements. This first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. The FCRA, 15 U.S.C. §§1681–1681u, is set forth in full at the Consumer Financial Protection Bureau’s Internet web site (<http://www.consumerfinance.gov/>).

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

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

- As ordered by a court or a federal grand jury subpoena. *Section 604(a)(1)*
- As instructed by the consumer in writing. *Section 604(a)(2)*
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer’s account. *Section 604(a)(3)(A)*
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. *Sections 604(a)(3)(B) and 604(b)*
- For the underwriting of insurance as a result of an application from a consumer. *Section 604(a)(3)(C)*
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. *Section 604(a)(3)(F)(i)*
- To review a consumer’s account to determine whether the consumer continues to meet the terms of the account. *Section 604(a)(3)(F)(ii)*
- To determine a consumer’s eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant’s financial responsibility or status. *Section 604(a)(3)(D)*
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. *Section 604(a)(3)(E)*
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. *Sections 604(a)(4) and 604(a)(5)* In addition, creditors and insurers may obtain certain consumer report information for the purpose of making unsolicited offers of credit or insurance. The particular obligations of users of the “prescreened” information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA (by general or specific certification, as appropriate) the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603 of the FCRA. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact— such as unfavorably changing credit or contract terms or conditions, denying or canceling credit or insurance, offering credit on less favorable terms than requested, or denying employment or promotion.

1. Adverse Actions Based on Information Obtained From a CRA

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

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.

- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer requests the report within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

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

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

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notification must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b)(2).)

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

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

E. Users Have Obligations When Notified of an Address Discrepancy

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

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau’s regulations may be found at: <http://www.consumerfinance.gov/>

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations to be jointly prescribed by the Consumer Financial Protection Bureau and the Federal Reserve Board. Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) (“Notice to the Home Loan Applicant”).

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

A. Employment Other Than in the Trucking Industry

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

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
 - Obtain prior written authorization from the consumer.
 - Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
 - **Before** taking an adverse action, provide a copy of the report to the consumer well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b)(1)(B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.) An Adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)
- The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

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

IV. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS

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

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

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

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

VI. OBLIGATION OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION

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

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on

which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. This statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Consumer Financial Protection Bureau by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The Consumer Financial Protection Bureau regulations will be at <http://www.consumerfinance.gov/>.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

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

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

B. Reinvestigations by Resellers

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

C. Fraud Alerts and Resellers

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

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

The Consumer Financial Protection Bureau's Website, <http://www.consumerfinance.gov/>, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Exhibit B

Appendix B to Part 601 Prescribed Notice of Furnisher Responsibilities

This appendix prescribes the content of the required notice.

NOTICES TO FURNISHERS OF INFORMATION:

OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), as amended, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA. State law may impose additional requirements. All furnishers of information to CRAs should become familiar with the law and may want to consult with their counsel to ensure that they are in compliance. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Consumer Financial Protection Bureau's Internet web site (<http://www.consumerfinance.gov/>). Section 623 imposes the following duties:

General Prohibition on Reporting Inaccurate Information:

The FCRA prohibits information furnishers from providing information to a consumer reporting agency (CRA) that they know (or consciously avoid knowing) is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C)

Duty to Correct and Update Information:

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2)

Duties After Notice of Dispute from Consumer:

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is in fact inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B)
If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3)

Duties After Notice of Dispute from Consumer Reporting Agency:

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must: Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B) Report the results to the CRA, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b)(1)(C)

and (b)(1)(D) Complete the above within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2)

Duty to Report Voluntary Closing of Credit Accounts:

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnishes information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4)

Duty to Report Dates of Delinquencies:

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5)

Exhibit C

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 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. Credit Information Systems reserves the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security.

In accessing Credit Information Systems' 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 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), footnote 9, 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 \$3,500 per violation.”

Company Name

Authorized Signature

Company Address

Glossary

Term

Definition

Computer Virus

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.

Confidential

Very sensitive information. Disclosure could adversely impact our company.

Encryption

Encryption is the process of obscuring information to make it unreadable without special knowledge.

Firewall

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.

Information

Lifecycle

(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.

IP Address

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.

Peer-to-Peer

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.

Router

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.

Spyware

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.

SSID

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.

Subscriber Code

Your seven digit credit reporting agency account number.

WEP Encryption

(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.

WPA

(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).

Exhibit D

PERSONAL GUARANTEE

In consideration of Credit Information Systems ("Credit Information Systems") extending credit to _____ ("Debtor"), I/We, the undersigned, hereby jointly and severally

(Client)

guarantee the prompt performance of the duties and obligations set forth in the above Agreement including payment to Credit Information Systems, its successors, and assigns by Debtor and its related entities (hereinafter collectively referred to as "Debtor"), together with interest at the rate of 1.5% per month, on all amounts not paid within 30 days of the due date, both before and after judgment until paid in full, all costs of collection including collection agency fees and/or attorney fees whether hourly or contingent, but not to be less than 33 1/3 % of the amount due if contingent. The undersigned further agree(s) that any legal action hereunder may be brought in Salt Lake County, Utah. Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or other evidence of indebtedness, the extension of time for payment, payment arrangements, updating of the Agreement or other indulgence granted to Debtor, or by agreement affecting said indebtedness, and the undersigned hereby waives notice of any or all of the aforesaid. The filing of suit or exhaustion of collection or legal remedies against Debtor shall not be a condition precedent to the enforcement of this guarantee and the undersigned hereby expressly waives presentment for payment, demand, protest, notice of protest or diligence. This Guarantee is an absolute, continuing, unconditional, and unlimited Guarantee. The term of this Guarantee shall commence on the date first above indicated. No termination of the Guarantee shall be effected by the death of the Guarantor or any of the Guarantors. This Guarantee shall be effective regardless of any subsequent incorporation, reorganization, merger or consolidation of the Debtor, change of partners, change of name or any other change in the composition, nature, personnel or location of the Debtor whatsoever.

I/We hereby authorize you or your agent/representatives to secure a consumer credit report from time to time regarding the undersigned in connection with the extension or continuation of credit contemplated herein or the collection of debts resulting therefrom. The undersigned further agree(s) to the release of credit information, including the reporting of credit history to credit reporting agencies consistent with the Fair Credit Reporting Act, 15 U.S.C. §1681, et seq., as amended. This authorization shall be continuing without expiration and a photocopy or facsimile copy shall be given the same effect as the original.

Signature: _____ Date: _____
Print Name _____ SSN _____ - _____ - _____
Home Address _____
City _____ State _____ Zip _____
Tele # (____) _____ E-Mail _____

NOTICE

The **Federal Equal Credit Opportunity Act** prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Consumer Financial Protection Bureau, Consumer Financial Protection Bureau, P.O. Box 4503, Iowa City, Iowa 52244.

Exhibit E

**PAYMENT OPTIONS
AUTOMATIC CREDIT CARD OR EFT AUTHORIZATION**

I/WE hereby authorize Credit Information Systems to charge the following credit card / checking account for charges incurred by _____ with.

- _____ One time in the amount of \$ _____.
- _____ With each transaction in the amount of the transaction..
- _____ On a monthly basis for the amount of all transactions during the month. Account to be charged on the _____ day of each month for the prior month's charges.
- _____ For all balances not paid within thirty (30) days of the statement/invoice date.

_____ Please charge the following credit card:

Visa™ _____ MasterCard™ _____ American Express™ _____
Name on Card _____
Card # _____
Control # _____ Expiration Date _____

_____ Please charge the following checking account:

Bank Routing Number _____
Bank Checking Account Number _____
Name on the Checking Account _____

_____ Payment will be remitted by check within 20 days of invoicing to Credit Information Systems P O Box 186
Council Bluffs, Iowa 51502

Credit Information Systems may immediately terminate the related account or otherwise put the account on hold, at Credit Information Systems' election, if the credit card or EFT transfer is declined.

Signature _____ Date _____

Print Name _____

Exhibit F

State Compliance Matters

California Retail Seller

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Subscriber under the following circumstances: (a) if Subscriber is a "retail seller" (defined in part by California law as "a person engaged in the business of selling goods or services to retail buyers") and is selling to a "retail buyer" (defined as "a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale") and a consumer about whom Subscriber is inquiring is applying, (b) in person, and (c) for credit. Under the foregoing circumstances, Equifax, before delivering a consumer report to Subscriber, must match at least three (3) items of a consumer's identification within the file maintained by Equifax with the information provided to Equifax by Subscriber in connection with the in-person credit transaction. Compliance with this law further includes Subscriber's inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer's presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Subscriber designated in Section 8 of the Agreement that it is a "retail seller," Subscriber certifies that it will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. If Subscriber is not currently, but subsequently becomes a "retail seller," Subscriber agrees to provide written notice to Equifax prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Section, and with the specific certifications set forth herein.

Subscriber certifies that, as a "retail seller," it will either (a) acquire a new Subscriber number for use in processing consumer report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new Subscriber number will require that Subscriber supply at least three items of identifying information from the applicant; or (b) contact Subscriber's Equifax sales representative to ensure that Subscriber's existing number is properly coded for these transactions.

Vermont Fair Credit Reporting Contract Certification

The undersigned, _____ ("Subscriber"), acknowledges that it subscribes to receive various information services from Equifax Information Services LLC ("Equifax") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Subscriber's continued use of Equifax information services in relation to Vermont consumers, Subscriber hereby certifies as follows:

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order information services relating to Vermont residents, that are credit reports as 'defined by the VFCRA, only after Subscriber has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Subscriber further certifies that Subscriber is familiar with and will comply with § 2480e of the Vermont Fair Credit Reporting Statute, as may be amended periodically, which states;

§ 2480e (a) A person shall not obtain the credit report of a consumer unless:(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission. (Added 1991, No. 246 (Adj. Sess.), § 1.)

Subscriber: _____

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Printed Name: _____

Title: _____

Mailing Address: _____

City: _____

State: _____ Zip: _____

E-Mail : _____ Phone: _____

Fax: _____