



# Customer Contract for Services & Subscriber Agreement

## CORPORATE INFORMATION

COMPANY NAME TO APPEAR ON CREDIT REPORTS (MAIN OFFICE)

YOUR FIRST NAME / MI / LAST NAME TITLE

COMPANY ADDRESS (FOR ABOVE MENTIONED BUSINESS)

CITY STATE ZIP CODE

BUSINESS TELEPHONE BUSINESS FAX NUMBER

E-MAIL ADDRESS FEDERAL TAX ID NUMBER

BUSINESS WEBSITE APPROX. MONTHLY VOLUME

## BILLING CONTACT INFORMATION (If Different)

FIRST NAME / MI / LAST NAME TITLE

BILLING ADDRESS

CITY STATE ZIP CODE

BUSINESS TELEPHONE BUSINESS EMAIL

## NATURE OF THE BUSINESS

Check applicable permissible purpose

- Underwrite a mortgage credit application
- Purchase of note or existing real estate loans
- Rental or lease application for real estate
- Employment
- Other: \_\_\_\_\_

CURRENT CREDIT VENDOR \$ Monthly Bill

LOCATION TYPE (HOME OFFICE, OFFICE BLDG, ETC.)

TYPE OF BUSINESS (SOLE OWNER, PARTNERSHIP, CORP) YEAR ESTABLISHED

## PLEASE ANSWER THE FOLLOWING QUESTIONS: TRUE FALSE

- THIS COMPANY IS NOT IN THE BUSINESS OF CREDIT REPAIR  TRUE  FALSE
- THE COMPANY DOES NOT PROVIDE LEGAL SERVICES  TRUE  FALSE
- THE COMPANY DOES NOT CONDUCT PRIVATE INVESTIGATIONS  TRUE  FALSE

## IMPORTANT!

All compliance documents are required by the credit bureaus & SARMA to have access to any credit services.

- ✓ Complete, Print, and Sign this contract.
- ✓ Include credit card information to secure account (page 7).
- ✓ Include a copy of a voided check or deposit slip.
- ✓ Include a copy of mortgage broker's license (if applicable).
- ✓ Include a copy of principal's driver's license.
- ✓ Include a copy of one of the following: Business License, Articles of Incorporation or Partnership, DBA License, Assumed Name Certificate, Statement of Conditions, Corporate Charter, Federal or State Tax ID Certificate.
- ✓ Include a copy of your current lease agreement or property tax record.
- ✓ Include a letter of intent (required by TransUnion). Must be signed, on company letterhead and include:
  - Type of business (i.e., mortgage broker, property management company, etc).
  - Reason for pulling credit (i.e., underwrite mortgage loan application, approve lease application, etc.)
  - Estimated credit report volume (i.e., \$1000/month).
  - Anticipated access – primarily local, regional or national.
- ✓ Include a copy of business phone bill showing phone number, company name and address.

**Fax all paperwork to 800-999-3921.**  
**Then mail original contract & document copies to:**  
 San Antonio Retail Merchants Association  
 1801 Broadway  
 San Antonio, TX 78215  
 Attn: New Account Registration

## WHAT HAPPENS NOW?

1. Your paperwork is processed and the 3<sup>rd</sup> party onsite inspection will be ordered within 24 hours.
2. Prior to ordering the onsite, you will be contacted if your account requires either a deposit or a credit card for setting up as a pre-pay account.
3. Once we have received the onsite report, your account will be set up. Your principle contact person will be notified by email or phone and that person will be set up as an Administrator on the account with the ability to set up additional users within your company.

## HOW TO GET SUPPORT:

**PHONE:** 210-224-6121 or 800-955-5238  
 Sales or Technical Support – extension 1  
 Mortgage Processing Office – extension 2  
 Tenant & Employment – extension 4

## EMAIL:

newaccount@sarma.com – questions regarding this agreement, status of new account, etc.  
 mortgage@sarma.com – general mortgage support  
 contact@accu-profile.com – general tenant & employment support

1. The undersigned Customer hereby petitions San Antonio Retail Merchants Association (“SARMA”) to render service in accordance with its customary practices, for which Customer agrees to pay promptly on billing by SARMA. All payments shall be due upon receipt of a statement for such fees. Interest shall be charged at the rate of 1.5% per month on all unpaid amounts commencing 30 days after the date of the statement. Services may be suspended without notice if payment becomes delinquent.

2. SARMA may from time to time diminish or increase the charges to Customer upon thirty days’ written notice mailed or delivered to Customer at its business address and in such event Customer agrees to pay revised charges unless Customer shall terminate this agreement as hereinafter provided.

3. Customer hereby agrees, represents and warrants that it is a



STATE TYPE OF BUSINESS ( Mortgage Broker, Property Management Company, etc.)

and in using the services of SARMA, Customer will in all respects comply with the provisions of 15 U.S.C. §1681 *et seq.* (Fair Credit Reporting Act) and that services will be requested only for the Customer’s exclusive use. Customer further certifies that consumer reports will be ordered and used only in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or to review or collect an account of the consumer.

4. Customer certifies that it will request consumer reports pursuant to procedures prescribed by SARMA from time to time and only for the permissible purpose certified above, and will use the reports obtained for no other purpose. Customer shall use each consumer report only for a one-time use and shall hold the report in strict confidence, and not to disclose it to any third parties; provided, however that Customer may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, for scores obtained from Trans Union, Equifax Information Services, or Experian Information Solutions, Customer shall not disclose to consumers or any third party, any or all such scores provided under this Agreement, except as required by law. Customer agrees that consumer reports on employees will not be requested except in the exercise of their official duties. Customer will maintain copies of all written authorizations for a minimum of Five (5) years from the date of inquiry as stated in section 618 of the FCRA and provide SARMA copies of such upon request. Customer further agrees, as requested, promptly to furnish by telephone or in writing to SARMA all required information covering transactions by the Customer and its consumers, and to indemnify SARMA, Trans Union, Equifax Information Services, Experian Information Solutions, and each of the other Customers and the officers and employees of each, jointly and severally, from any loss, damage, attorney’s fees and costs arising from any claim or suit based on alleged violation of any provision of this agreement.

5. This agreement shall continue in force without any fixed date of termination, subject to cancellation by either party upon ten (10) days prior written notice mailed or delivered to the office of the other party; further subject to the right of SARMA at any time and without prior notice, to terminate this agreement in event of any federal or state law or decision which affects the economic operation of SARMA or any violation by Customer of any provision of this agreement, and further subject to the right of Customer at any time and without prior written notice, to terminate this agreement in event of increase in charges to the Customer, as provided herein.

6. No information furnished to Customer is guaranteed nor is SARMA in any way responsible for such information. SARMA shall not be responsible or liable for any loss caused by neglect or act of any of its servants, agents, attorneys, clerks or employees in procuring, collecting and communicating any information furnished by or to Customer. No promise, statement, representation or agreement made by any employee or other representative of SARMA and not expressed in this agreement shall bind it contractually or otherwise to Customer.

7. Customer agrees to fully support and implement policies that protect the confidential nature of information furnished by and through SARMA and insure respect for consumers’ rights to privacy. Customer will take precautions to restrict the ability to obtain credit information to key personnel; safeguard access to credit software; safeguard access to websites where credit information can be obtained; protect Customer identification and passwords; and will properly destroy hard copies and electronic files of consumer credit information when no longer needed. SARMA has responsibility to its subscribers to keep their information strictly confidential. SARMA will not disclose or use the information other than to carry out the purposes of this agreement and then only in the ordinary course of providing the service to customer. SARMA also will not disclose such information unless permitted pursuant to applicable law.

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

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

10. (a). During the term of this Agreement, Customer agrees to comply with all federal, state and local statutes, regulations and rules applicable to it, including, without limitation the FCRA, with any changes enacted to FCRA during the term of this Agreement, the Gramm Leach Bliley Act and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, and any regulations or limitations promulgated by SARMA’s consumer reporting vendors. Customer further agrees to comply with SARMA’s “Access Security Requirements” attached hereto and made a part hereof. Without limiting the foregoing, SARMA may from time to time notify Customer of new additional, updated or new requirements relating to such laws, compliance with which will be a condition of SARMA’s continued provision of the credit information to Customer, and Customer shall utilize training materials to train and educate its employees in proper security procedures consistent with industry standards. In addition, such new requirements might require price increases. Customer agrees to comply with any such new requirements no later than thirty (30) days after it actually receives notice from SARMA and such requirements shall be incorporated into this Agreement by this reference. Customer understands and agrees that SARMA may require evidence, including a certification that Customer understands and will comply with applicable laws.

(b). Customer will implement strict security procedures designed to ensure that Customer’s employees use the services and information in accordance with this Agreement and for no purposes other than as permitted by this Agreement. Customer will treat and hold the services and the credit information in strict confidence and will restrict access to the services and the credit information to Customer’s employees and customers who agree to act in accordance with the terms of this Agreement and applicable law. Customer will not forward or share information from SARMA’s consumer reporting vendors with any third party. Customer will inform Customer’s employees and customers to whom any credit information is disclosed of the provisions of this Agreement. Customer agrees to indemnify SARMA and its consumer reporting vendors for any claims or losses incurred by SARMA

or its consumer reporting vendors as a result of the misuse of the services or the credit information by Customer or Customer's affiliates, employees, agents, subcontractors or customers in violation of this Agreement.

11. (a). Customer shall notify SARMA of any breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person within 24 hours following discovery thereof.

(b). In the event of such a breach, Customer agrees to cooperate with SARMA and with SARMA's consumer reporting vendors in any investigation relating thereto. The nature and timing of any notifications required herein shall be under the control of SARMA's consumer reporting vendors, unless otherwise required by law.

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

(d). For purposes of this Agreement, "personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(1) Social security number.

(2) Driver's license number.

(3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

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

(f). For purposes of this Agreement, "notice" may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) E-mail notice when the Customer has an e-mail address for the subject persons.

(4) Conspicuous posting of the notice on the web site of the Customer.

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

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

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

12. If approved by SARMA and SARMA's consumer reporting vendors, Customer may deliver the consumer credit information to a third party,

secondary Customer with which Customer has an ongoing business relationship (and with which SARMA has a customer relationship) for the permissible use of such information. SARMA's consumer reporting vendors may charge a fee for the subsequent delivery to secondary Subscribers.

13. Customer agrees that SARMA may verify, through audit or otherwise, that Customer is in fact the end Customer of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity. SARMA may utilize a third party vendor to perform an on-site inspection of Customer's business, and Customer agrees to allow access to such third party.

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

15. Customer hereby authorizes SARMA to provide copies of any information regarding Customer to SARMA's consumer reporting vendors.

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

17. SARMA will provide, and Customer will utilize, training and training materials to Customer in order for Customer to comply with the federal Fair Credit Reporting Act and with the policies and procedures required by SARMA's consumer reporting vendors. Attached is Exhibit A (Notice to Users of Consumer Reports). The undersigned certifies that they have read the Fair Credit Reporting Act (FCRA) at <http://www.ftc.gov/os/statutes/fcradoc.pdf> and acknowledges their responsibilities for the use of credit reports as defined by the FCRA.

18. 15 U.S.C. 1681 *et seq.* also requires certain other responsibilities of users of consumer reports from consumer reporting agencies. Those responsibilities are attached (and made a part hereof) as Exhibit A to this Agreement.

19. Customer hereby acknowledges that it is not one of the businesses listed in Exhibit B.

20. Customer agrees that it will properly dispose of all consumer information. "Consumer Information", as used herein, shall mean any record (or compilation thereof) about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Customer shall comply with all applicable state laws regarding consumer credit or consumer identity protection.

21. Customer agrees to provide to every consumer applicant for employment or for the purposes of explaining their rights with regard to identity theft, the attached summaries of rights of the consumer as set forth in Exhibit C.

22. Customer agrees that the obligations of SARMA under this agreement may be assigned to a first or second tier subsidiary corporation of SARMA and thereafter the obligations of SARMA under this agreement shall be those of the assignee subsidiary. Customer will be provided written notice of such assignment no later than thirty (30) days after effective date of such assignment.

23. Customer shall pay all attorney fees, court costs, ADR fees and collection costs incurred by SARMA for collecting any delinquent account hereunder, whether or not litigation is instituted. In the event of any litigation or other action involving this Agreement, the prevailing party shall be paid reasonable attorney fees and court costs for trial, appeal, and/or bankruptcy or similar proceeding. In addition, any other recovery to which the prevailing party is entitled shall be paid. If client fails to pay as agreed SARMA has permission to send a draft for payment to Customer's bank. Customer agrees to pay for all additional services that may be requested through SARMA. Should litigation become necessary jurisdiction will be in Bexar County, Texas.

**24. The undersigned individual hereby personally promises and agrees to guarantee payment to SARMA of all debts incurred by Customer. In the event of non-payment of said debts, the undersigned personally agrees to pay reasonable attorney's fees and costs of suit. The undersigned also understands that by signing this agreement, SARMA has permission to pull my consumer credit report. A deposit may be required if credit history does not meet SARMA's underwriting criteria. (Skip only if a publicly traded company or FDIC insured)**

**Guarantor Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**Personal Telephone Number:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_

25. Pricing is based on the SARMA's pricing schedule and may be subject to change. The FACT Act law of 2004 requires a surcharge, (shown as FACT ACT Surcharge) of \$.15 per bureau, which is included in the credit report charges. Accounts can be settled at the end of each month via check or credit card. If the credit card on file is declined or otherwise inactive, or a check is returned due to non-sufficient funds, a \$30.00 reactivation fee applies.

26. SARMA offers a program to facilitate the revision of data contained in consumer credit files, in an expedient manner, thereby adjusting scores of those consumers. If Customer utilizes this service known as "UPDATE EXPRESS", Customer acknowledges additional responsibilities and guidelines with respect to reports from Equifax Information Services, attached to this Agreement as Addendum A.

27. Customer agrees to the provisions of addendum A, B, and C attached hereto and made a part hereof.

28. The person signing below on behalf of customer certifies that he/she has direct knowledge of the facts herein.

**29. 15 U.S.C. 1681 ET SEQ. PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, UNITED STATES CODE, IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.**

**END USER CERTIFICATION OF COMPLIANCE**

**California Civil Code – Section 1785.14(a)**

Section 1785.4(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer

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

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

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

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

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

**End User** also certifies that if **End User** is a Retail Seller who conducts Point of Sale transactions, **End User** will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. **End User** also certifies that it will only use the appropriate **End User code** number designated by Consumer Reporting Agency for accessing consumer reports for **California** Point of Sale transactions conducted by Retail Seller. If **End User** is not a Retail Seller who issues credit in Point of Sale transactions, **End User** agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, **End User** shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this **certification**.

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

Printed Name: \_\_\_\_\_

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

**Access Security Requirements Addendum**

Only companies approved as end users of San Antonio Retail Merchant's Association ("SARMA") and which have permissible purposes for obtaining consumer reports are permitted access to credit information.

It is therefore a requirement that \_\_\_\_\_ (Customer) take precautions to secure its systems used to access consumer credit information. To that end, the following requirements have been established:

Your account codes and passwords must be protected in such a way that this sensitive information is known only to key personnel. Under no circumstances should unauthorized persons have knowledge of your account codes and passwords. The information should not be posted in any manner within your facility.

Any system access software you may use, whether developed by your company or purchased from a third party vendor, must have your account codes and passwords "hidden" or embedded so that the password is known only to supervisory personnel. Each user of your system access software must then be assigned unique logon passwords.

Your account codes and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee.

The ability to obtain credit information must be restricted to a few key personnel.

Any terminal device used to obtain credit information should be placed in a secure location within your facility. Access to the devices should be difficult for unauthorized persons.

Any devices/systems used to obtain consumer reports should be turned off and locked after normal business hours, when unattended by your key personnel.

Hard copies and electronic files of consumer reports are to be secured within your facility and protected against release or disclosure to unauthorized persons.

Hard copy consumer reports are to be shredded or destroyed, rendered unreadable, when no longer needed and when it is permitted to do so by applicable regulations(s).

Electronic files containing consumer report data and/or information will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable regulation(s).

Both Customer and SARMA, pursuant to the Gramm-Leach-Bliley Safeguards Rule, shall independently establish safeguard standards to (1) insure the security and confidentiality of customer information, (2) protect against any anticipated threats or hazards to the security or integrity of such information, and (3) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customers of End User.

**Vermont Fair Credit Reporting Contract Certification**

This is to remind you of Vermont's Fair Credit Reporting statute, 9 V.S.A. sec 2480e, and FCR rule CF 112, and to request your written certification that you are in compliance with the applicable section of this law. Vermont's statutes and rules differ from the Federal Fair Credit Reporting Act, and require a credit report user to obtain the consumer's consent prior to accessing a credit report.

The undersigned, \_\_\_\_\_ ("customer") acknowledges that it subscribes to receive various information services from SARMA in accordance with the Vermont Fair Credit reporting Statute, 9V.S.A. sec 2480e (1999), as amended (the "FCRA") and its other state law counterparts. In connection with Customer's continued use of SARMA services in relation to Vermont consumers. The Customer hereby certifies as follows.

Customer certifies that it will comply with applicable provisions under Vermont Law. In particular, Customer certifies that it will order information services relating to Vermont residents that are credit reports as defined by the VFCA, only after customer has received prior consumer consent in accordance with VFCA sec 2480e and applicable Vermont rules.

Customer Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Printed Name

\_\_\_\_\_  
Title Date

**Compliance officer or person responsible for Credit Reporting compliance**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

<b>BANK REFERENCE</b>		
BANK NAME _____		
PHYSICAL ADDRESS _____		
CITY _____	STATE _____	ZIP CODE _____
BANK ACCOUNT NUMBER _____		
BANK TELEPHONE NUMBER _____	BANK FAX NUMBER _____	
<b>TRADE REFERENCE</b>		
COMPANY NAME _____		
PHYSICAL ADDRESS _____		
CITY _____	STATE _____	ZIP CODE _____
TRADE ACCOUNT NUMBER _____		
TRADE TELEPHONE NUMBER _____	TRADE FAX NUMBER _____	
<b>- THE ATTACHED AUTHORIZATION FORM IS ALSO REQUIRED -</b>		

<b>MORTGAGE CUSTOMERS ONLY OPTIONAL SERVICES &amp; SETUP PREFERENCES</b>	
<b>Interface Preference:</b>	
<input type="checkbox"/>	Calyx Point
<input type="checkbox"/>	ePASS (Encompass, Contour, EllieMae, Genesis)
<input type="checkbox"/>	Fannie Mae DU/DO
<input type="checkbox"/>	Freddie Mac LP _____ TPO or Seller Servicer #
<b>Additional Products:</b>	
<input type="checkbox"/>	Trans Union's Hawk - \$1/trimerge
<input type="checkbox"/>	FACTA Disclosure Mailout to Customers - \$1/report
<input type="checkbox"/>	AVM Reports (automated valuation report)
<input type="checkbox"/>	Flood Reports
<input type="checkbox"/>	Other _____

<b>OTHER CUSTOMERS</b>	
<input type="checkbox"/>	Tenant Reports
<input type="checkbox"/>	Employment Reports
<input type="checkbox"/>	Other _____



**CREDIT CARD AGREEMENT** (*credit card must be provided to activate your account with SARMA*)

*- Skip only if a publicly traded company or FDIC insured -*

I AGREE TO USE THE CREDIT CARD BELOW TO SETTLE ALL CHARGES FOR THIS ACCOUNT ONLY WHEN MY ACCOUNT BECOMES DELINQUENT BY 45 DAYS.

PLEASE CHECK HERE IF YOU WANT TO USE THE CREDIT CARD BELOW TO SETTLE ALL CHARGES FOR THIS ACCOUNT EVERY MONTH.

NAME AS IT APPEARS ON CARD

BILLING ADDRESS

CITY

STATE

ZIP CODE

/

CREDIT CARD NUMBER

EXP DATE

Security Code: \_\_\_\_\_ (3 digits on back of card) \* We only accept American Express, MasterCard and Visa

AUTHORIZED SIGNATURE

TODAYS DATE

**ONSITE/SETUP FEE**

Upon receipt and approval of this contract, a one-time, non-refundable onsite inspection and setup fee of \$75 will be billed to my account. I understand that if I operate out of a home office, yearly 3<sup>rd</sup> party onsite inspections are required and my account will be charged an annual fee of \$75. I also understand that if any changes are made to my account information (address, company name, individual responsible for this account, etc.) a 3<sup>rd</sup> party onsite inspection is required and \$75 will be charged to my account.

Initial Acceptance Of Onsite/Setup Fees: \_\_\_\_\_

**CONTRACT FOR SERVICES & SUBSCRIBER AGREEMENT**

**\* NOTE SERVICE CANNOT BE ACTIVATED UNLESS THE BELOW SECTION IS SIGNED**

The undersigned certifies that he/she has read this entire agreement, addendums, and exhibits. Undersigned agrees to comply with all requirements. Further, the undersigned promises to pay San Antonio Retail Merchants Association on demand for any and all sums, which may come due to San Antonio Retail Merchants Association. It is understood that this promise shall be continuing and irrevocable promise and indemnity for the amount owed.

This Agreement shall be governed by and construed under the laws of the State of Texas.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINTED NAME (FIRST / MI / LAST)

SIGNATURE

PHYSICAL LOCATION OF BUSINESS

HOME ADDRESS

HOME PHONE

SOCIAL SECURITY

DRIVER'S LICENSE NUMBER

EXP. DATE

**San Antonio Retail Merchants Association**

SARMA Authorized Signature

Print Name

Title

## ADDENDUM A

### Equifax Requirements

Customer, in order to receive consumer credit information from Equifax Information Services, LLC, through CRA agrees to comply with the following conditions required by Equifax, which may be in addition to those outlined in the Customer Service Agreement (“Agreement”). Customer understands and agrees that Equifax’s delivery of information to Customer via CRA is specifically conditioned upon Customer’s agreement with the provisions set forth in this Agreement. Customer understands and agrees that these requirements pertain to all of its employees, managers and owners and that all persons having access to Equifax consumer credit information, whether existing or future employees, will be trained to understand and comply with these obligations.

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

2. Customer certifies that it will order and use Limited-ID or Limited DTEC reports in connection with only one of the following purposes involving the subject of the report and for no other purpose: (a) to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability; (b) for required institutional risk control or for resolving consumer disputes or inquiries; (c) due to holding a legal or beneficial interest relating to the consumer; (d) as necessary to effect, administer, or enforce a transaction to underwrite insurance at the consumer's request, for reinsurance purposes or for the following purposes related to the consumer's insurance: account administration, reporting, investigation fraud prevention, premium payment processing, claim processing, benefit administration or research projects; (e) to persons acting in a fiduciary or representative capacity on behalf of, and with the consent of, the consumer or (f) as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, including location for collection of a delinquent account. Customer, if a government agency, certifies it will order and use Limited-ID or Limited DTEC in connection with the following purposes involving the subject and for no other purpose: (y) pursuant to FCRA Section 608 or (z) for an investigation on a matter related to public safety. Customer further certifies that it will, with each Limited ID or Limited DTEC inquiry, include the Exception Code required by Equifax that identifies the use for which Customer is ordering the information, and that because Limited ID and Limited DTEC reports are **not** consumer reports Customer will not order or use Limited ID or Limited DTEC reports, in whole or in part, to determine eligibility for credit, insurance, or for any other permissible purpose, as defined by the FCRA, for which a consumer reporting agency is permitted to furnish a consumer report. Equifax may periodically conduct audits of Customer regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Customers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports. Customer gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Customer's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement notwithstanding Paragraph 6 above. If Equifax terminates this Agreement due to the conditions in the preceding sentence, Customer (i) unconditionally releases and agrees to hold EQUIFAX harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against Equifax in connection with such termination.

3. Customer certifies that it is not a reseller of the information, a private detective, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of an apartment, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision maker, unless approved in writing by Equifax.

4. Customer agrees that Equifax shall have the right to audit records of Customer that are relevant to the provision of services set forth in this agreement. Customer authorizes CRA to provide to Equifax, upon Equifax’s request, all materials and information relating to its investigations of Customer and agrees that it will respond within the requested time frame indicated for information requested by Equifax regarding Equifax information. Customer understands that Equifax may require CRA to suspend or terminate access to Equifax’s information in the event Customer does not cooperate with any such an investigation. Customer shall remain responsible for the payment for any services provided to Customer prior to any such discontinuance.

5. Equifax information will be requested only for Customer’s exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Customer agrees that Equifax information will not be forwarded or shared with any third party unless required by law or approved by Equifax. If approved by Equifax and authorized by the consumer, Customer may deliver the consumer credit information to a third party, secondary, or joint user with which Customer has an ongoing business relationship for the permissible use of such information. Customer understands that Equifax may charge a fee for the subsequent delivery to secondary users. Only designated representatives of Customer will request Equifax information on Customer’s employees, and employees will be forbidden to obtain reports on themselves, associates or any other persons except in the exercise of their official duties. Customer will not disclose Equifax information to the subject of the report except as permitted or required by law, but will refer the subject to Equifax. Customer will hold Equifax and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of Equifax information by Customer, its employees or agents contrary to the conditions of this paragraph or applicable law.

6. Customer understands that it must meet the following criteria: (a) the Customer company name, including any DBA’s, and the address on the Customer Application (“Application”) and Agreement must match; (b) the telephone listing must be verified in the same company name and address that was provided on the Application and Agreement; (c) a copy of the current lease of the business must be reviewed by CRA to confirm the Customer is at the same address that is shown on the Application and Agreement, and the following pages of the lease must be reviewed for verification: the signature page; the address page; the terms of the lease page; landlord name and landlord contact information; (d) a copy of the principal’s driver’s license is required to verify the principal’s identity; (e) a current business license must be supplied, and reflect the same name and at the same address provided on the Application and Agreement. (Contact CRA for valid substitutions when a license is not required by the state), and (f) an on-site inspection of the office is to be conducted by an Equifax certified company. *\*Note (c) and (d) are not required if the Customer is publicly traded on a nationally recognized stock exchange.*

7. Customer will be charged for Equifax consumer credit information by CRA, which is responsible for paying Equifax for such information; however, should the underlying relationship between CRA and Customer terminate at any time during this agreement, charges for Equifax consumer credit information will be invoiced to Customer, and Customer will be solely responsible to pay Equifax directly.

8. Customer agrees that it will properly dispose of all consumer information in accordance with the following. As used herein, "consumer information" means any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data. "Dispose," "disposing," or "disposal" means: (1) the discarding or abandonment of consumer information, or (2) the sale, donation, or transfer of any medium, including computer equipment, upon which consumer information is stored. A Customer who maintains consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. Reasonable measures include (1) implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed; (2) implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed; and (3) after due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as consumer information, in a manner consistent with the above.

9. Customer agrees to hold harmless Equifax and its directors, officers, employees, agents, successors and assigns, from and against any and all liabilities, claims, losses, demands, actions, causes of action, damages, expenses (including, without limitation, attorney's fees and costs of litigation), or liability, arising from or in any manner related to any allegation, claim, demand or suit, whether or not meritorious, brought or asserted by any third party arising out of or resulting from any actual or alleged negligence or intentional act of Customer, whether or not any negligence of Equifax is alleged to have been contributory thereto, the failure of Customer to misuse or improper access to Equifax consumer credit information by Customer or the failure of Customer to comply with applicable laws or regulations. Customer further understands and agrees that the accuracy of any consumer credit information is not guaranteed by Equifax and releases Equifax from liability for any loss, cost, expense or damage, including attorney's fees, suffered by Customer resulting directly or indirectly from its use of consumer credit information from Equifax.

**10. EQUIFAX MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RESPECTING ACROPAC OR ANY OTHER MACHINERY, EQUIPMENT, MATERIALS, PROGRAMMING AIDS OR OTHER ITEMS UTILIZED BY CUSTOMER IN CONNECTION WITH OR RELATED TO, OR RESPECTING THE ACCURACY OF, ANY EQUIFAX CREDIT INFORMATION FURNISHED BY EQUIFAX TO ANY CUSTOMER.**

11. Fair Credit Reporting Act Certification. Customer certifies that it will order Equifax Information Services that are consumer reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Customer 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 Customer 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; provided, however, that CUSTOMER IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES UNLESS CUSTOMER HAS A SUBSCRIPTION TO THE EQUIFAX PERSONA SERVICE. Customer will use each consumer report ordered under this Agreement for one of the foregoing purposes and for no other purpose. It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as Equifax) under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." Equifax may periodically conduct audits of Customer regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Customers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports. Customer gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Customer's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement notwithstanding Paragraph 6 above. If Equifax terminates this Agreement due to the conditions in the preceding sentence, Customer (i) unconditionally releases and agrees to hold EQUIFAX harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against Equifax in connection with such termination.

## Additional Equifax Information Services

This Appendix A-2 supplements the service agreement ("Agreement") under which Customer receives, as part of its service from CRA, consumer credit report information available from Equifax Information Services LLC ("Equifax"). This Appendix contains additional information services available from Equifax, described below, that may be provided to Customer subject to the terms and conditions of the Agreement, and additional terms and conditions that apply to such additional information services. Customer's authorized representative must place his or her initials by each service listed below that Customer desires to receive. Customer agrees to abide by the additional terms and conditions that apply to the service(s) so selected.

\_\_\_\_\_ **BEACON**      \_\_\_\_\_ **Pinnacle K**      \_\_\_\_\_ **SafeScan**      \_\_\_\_\_ **PERSONA**      \_\_\_\_\_ **North American Link**

**1- BEACON** - is a consumer report credit scoring service based on a model developed by Fair, Isaac and Equifax that ranks consumers in the Equifax consumer credit database relative to other consumers in the database with respect to the likelihood of those consumers paying their accounts as agreed ("Score").

**2. Pinnacle** - is a credit scoring algorithm developed by Fair, Isaac and Equifax that evaluates the likelihood that consumers will pay their existing and future credit obligations, as agreed, based on the computerized consumer credit information in the Equifax consumer reporting database. (a) Disclosure of Scores. Customer will hold all information received from Equifax in connection with any Score received from Equifax under this

Agreement in strict confidence and will not disclose that information to the consumer or to others except in accord with the following sentence or as required or permitted by law. Customer may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Customer's adverse action against the subject consumer. Customer must describe the principal factors in a manner which complies with Regulation B of the ECOA. (b) ECOA Statements. Equifax reasonably believes that, subject to validation by Customer on its own records, (1) the scoring algorithms used in the computation of the Score are empirically derived from consumer credit information from Equifax's consumer credit reporting database, and are demonstrably and statistically sound methods of rank ordering candidate records from the Equifax consumer credit database for the purposes for which the Score was designed particularly, and it is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system" as defined in Regulation B, with the understanding that the term "empirically derived, demonstrably and statistically sound," is defined only in a general manner by Regulation B, and has not been the subject of any significant interpretation; and (2) the scoring algorithms comprising the Score, except as permitted, do not use a "prohibited basis," as such phrase is defined in Regulation B. Customer must validate the Score on its own records. Customer will be responsible for meeting its requirements under the ECOA and Regulation B. (c) Release. Equifax does not guarantee the predictive value of the Score with respect to any individual, and does not intend to characterize any individual as to credit capability. Neither Equifax nor its directors, officers, employees, agents, subsidiary and affiliated companies, or any third-party contractors, licensors or suppliers of Equifax will be liable to Customer for any damages, losses, costs or expenses incurred by Customer resulting from any failure of a Score to accurately predict the credit worthiness of Customer's applicants or customers. In the event the Score is not correctly applied by Equifax to any credit file, Equifax's sole responsibility will be to reprocess the credit file through the Score at no additional charge. (d) Audit of Models. Customer may audit a sample of the Scores and principal factors and compare them to the anonymous underlying credit reports in accordance with Equifax's audit procedures. If the Scores and principal reasons are not substantiated by the credit files provided for the audit, Equifax will review programming of the model and make corrections as necessary until the Scores and principal reasons are substantiated by the audit sample credit reports. After that review and approval, Customer will be deemed to have accepted the resulting Score and principal factors delivered. It is Customer's sole responsibility to validate all scoring models on its own records and performance (e) Confidentiality. Customer will hold all Scores received from Equifax under this Agreement in strict confidence and will not disclose any Score to the consumer or to others except as required or permitted by law. Customer may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Customer's adverse action against the subject consumer. Customer must describe the principal factors in a manner which complies with Regulation B of the ECOA. Further, Customer acknowledges that the Score and factors are proprietary and that, except for (a) disclosure to the subject consumer if Customer has taken adverse action against such consumer based in whole or in part on the consumer report with which the Score was delivered or (b) as required by law, Customer will not provide the Score to any other party without Equifax's and Fair, Isaac's prior written consent. (f) Limited Liability. The combined liability of Equifax and Fair, Isaac arising from any particular Score provided by Equifax and Fair, Isaac shall be limited to the aggregate amount of money received by Equifax from Customer with respect to that particular Score during the preceding twelve (12) months prior to the date of the event that gave rise to the cause of action. (g) Adverse Action. Customer shall not use a Score as the basis for an "Adverse Action" as defined by the Equal Credit Opportunity Act or Regulation B, unless score factor codes have been delivered to Customer along with the Score.

### **3. SAFESCAN®**

SAFESCAN is an on-line warning system containing information that can be used to detect possible fraudulent applications for credit. Some of the information in the SAFESCAN database is provided by credit grantors. SAFESCAN is a registered trademark of Equifax. Permitted Use. SAFESCAN is not based on information in Equifax's consumer reporting database and is not intended to be used as a consumer report. Customer will not use a SAFESCAN alert or warning message in its decision-making process for denying credit or any other FCRA permissible purpose, but will use the message as an indication that the consumer's application information should be independently verified prior to a credit or other decision. Customer understands that the information supplied by SAFESCAN may or may not apply to the consumer about whom Customer has inquired.

**4. PERSONA® and PERSONA PLUS®** - are consumer reports, from the Equifax consumer credit database, consisting of limited identification information, credit file inquiries, public record information, credit account trade lines, and employment information. FCRA Certification. Customer will notify Equifax whenever a consumer report will be used for employment purposes. Customer certifies that, before ordering each consumer report to be used in connection with employment purposes, it will clearly and conspicuously disclose to the subject consumer, in a written document consisting solely of the disclosure, that Customer may obtain a consumer report for employment purposes, and will also obtain the consumer's written authorization to obtain or procure a consumer report relating to that consumer. Customer further certifies that it will not take adverse action against the consumer based in whole or in part upon the consumer report without first providing to the consumer to whom the consumer report relates a copy of the consumer report and a written description of the consumer's rights as prescribed by the Federal Trade Commission ("FTC") under Section 609(c)(3) of the FCRA, and will also not use any information from the consumer report in violation of any applicable federal or state equal employment opportunity law or regulation. Customer acknowledges that it has received from Equifax a copy of the written disclosure form prescribed by the FTC.

### **5. North American Link**

(a) Desiring to obtain credit reporting services on residents of the United States and Canada through Equifax's North American Link access mechanism, Customer understands that credit reporting services on residents of Canada will be provided from the credit reporting database of Equifax Canada Inc. Customer further understands that Equifax is merely facilitating access and receipt of credit reporting services from Equifax Canada Inc. and that Equifax has not prepared and is not responsible for the credit reporting services received from Equifax Canada Inc. (b) Further, Customer acknowledges having received and having read the attached Provincial Legislative Overview for International Customers of Equifax's "North American Link" generally describing some additional requirements of various Canadian provinces regarding the request and use of credit reporting information on residents of those provinces. Customer will comply with applicable provincial laws on consumer credit reporting or on protection of personal information (privacy), including obtaining consent if required, in connection with credit reporting services received from Equifax Canada.

## ADDENDUM B

### Experian Requirements

Customer, in order to receive consumer credit information from Experian Information Solutions, Inc, agrees to comply with the following conditions required by Experian, which may be in addition to those outlined in the Customer Service Agreement (“Agreement”), of which these conditions are made a part. Customer understands and agrees that Experian’s delivery of information to Customer via CRA is specifically conditioned upon Customer’s agreement with the provisions set forth in this Agreement. Customer understands and agrees that these requirements pertain to all of its employees, managers and owners and that all persons having access to Experian credit information, whether existing or future employees, will be trained to understand and comply with these obligations.

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

2. Customer agrees that Experian shall have the right to audit records of Customer that are relevant to the provision of services set forth in this Agreement and to verify, through audit or otherwise, that Customer is in compliance with applicable law and the provisions of this Agreement and is fact the end user of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity. Customer authorizes CRA to provide to Experian, upon Experian’s request, all materials and information relating to its investigations of Customer. Customer further agrees that it will respond within the requested time frame indicated for information requested by Experian regarding Experian consumer credit information. Customer understands that Experian may require CRA to suspend or terminate access to Experian information in the event Customer does not cooperate with any such an investigation or in the event Customer is not in compliance with applicable law or this Agreement. Customer shall remain responsible for the payment for any services provided to Customer by CDS prior to any such discontinuance.

3. Customer certifies that it is not a reseller of the information, a private detective agency, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, asset location service, a company engaged in selling future services (health clubs, etc.), news agency, business that operates out of an apartment or a residence, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision maker, unless approved in writing by Experian.

3. Customer agrees that it will maintain proper access security procedures consistent with industry standards and that if a data breach occurs or is suspected to have occurred in which Experian information is compromised or is potentially compromised, Customer will take the following action:

a. Customer will notify CRA within 24 hours of a discovery of a breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person. Further, Customer will actively cooperate with and participate in any investigation conducted by CRA or Experian that results from Customer’s breach of Experian consumer credit information.

b. In the event that Experian determines that the breach was within the control of Customer, Customer will provide notification to affected consumers that their personally sensitive information has been or may have been compromised. Experian will have control over the nature and timing of the consumer correspondence related to the breach when Experian information is involved. c. In such event, Customer will provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one (1) year, in which the consumer’s credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft, from at least one (1) national consumer credit reporting bureau. d. Customer understands and agrees that if the root cause of the breach is determined by Experian to be under the control of the Customer (i.e., employee fraud, misconduct or abuse; access by an unqualified or improperly qualified user; improperly secured website, etc.), Customer may be assessed an expense recovery fee.

4. Customer understands that if a change of control or ownership should occur, the new owner of the Customer business must be re-credentialed as a permissible and authorized Customer of Experian products and services. A third party physical inspection at the new address will be required if Customer changes location.

5. If Customer is an authorized residential customer the following additional requirements and documentation must be supplied: (a) Experian must be notified for tracking and monitoring purposes; (b) Customer must maintain a separate business phone line listed in the name of the business; (c) a separate subscriber code for Customer must be maintained for compliance monitoring; and (d) an annual physical inspection of the office is required by Experian, for which a reasonable fee may be required.

6. Customer agrees to hold harmless Experian and its agents from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable attorney’s fees, which may be asserted against or incurred by Experian, arising out of or resulting from the use, disclosure, sale or transfer of the consumer credit information by Customer, or Customer’s breach of this Agreement. Customer further understands and agrees that the accuracy of any consumer credit information is not guaranteed by Experian and releases Experian and its agents from liability for any loss, cost, expense or damage, including attorney’s fees, suffered by Customer resulting directly or indirectly from its use of consumer credit information from Experian.

7. Experian will not, for the fee charged for credit information, be an insurer or guarantor of the accuracy or reliability of the information. **EXPERIAN DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AND SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY EXPERIAN’S ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.**

8. I WILL NOT RESELL THE REPORT TO ANY 3<sup>rd</sup> PARTY.

## **ADDENDUM C**

### **Trans Union Requirements**

Customer, in order to receive consumer credit information from Trans Union, LLC, through CRA, agrees to comply with the following conditions required by Trans Union, which may be in addition to those outlined in the Customer Service Agreement ("Agreement"). Customer understands and agrees that Trans Union's delivery of information to Customer via CRA is specifically conditioned upon Customer's agreement with the provisions set forth in this Agreement. Customer understands and agrees that these requirements pertain to all of its employees, managers and owners and that all persons having access to Trans Union consumer credit information, whether existing or future employees, will be trained to understand and comply with these obligations.

1. Customer certifies that Customer shall use the consumer reports: (a) solely for the Customer's certified use(s); and (b) solely for Customer's exclusive one-time use. Customer shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Customer's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by Customer only to Customer's designated and authorized employees having a need to know and only to the extent necessary to enable Customer to use the Consumer Reports in accordance with this Agreement. Customer shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.
2. Customer will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
3. Customer 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; provided, however, that Customer may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its Customer for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, Customer shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.
4. With just cause, such as violation of the terms of the Customer's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Customer's agreement, Reseller may, upon its election, discontinue serving the Customer and cancel the agreement immediately.
5. Customer will request Scores only for Customer's exclusive use. Customer may store Scores solely for Customer's own use in furtherance of Customer's original purpose for obtaining the Scores. Customer shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and 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 Customer with a need to know and in the course of their employment; (ii) to those third party processing agents of Customer who have executed an agreement that limits the use of the Scores by the third party to the use permitted to Customer 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.
6. Customer hereby agrees to comply with all current and future policies and procedures instituted by CRA and required by Trans Union. CRA will give Customer as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance as not within its best interest.
7. Customer certifies that it is not a reseller of the information, a private detective, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of an apartment, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Trans Union.
8. Customer agrees that Trans Union shall have the right to audit records of Customer that are relevant to the provision of services set forth in this agreement. Customer authorizes CRA to provide to Trans Union, upon Trans Union's request, all materials and information relating to its investigations of Customer and agrees that it will respond within the requested time frame indicated for information requested by Trans Union regarding Trans Union information. Customer understands that Trans Union may require CRA to suspend or terminate access to Trans Union's information in the event Customer does not cooperate with any such an investigation. Customer shall remain responsible for the payment for any services provided to Customer prior to any such discontinuance.
9. Customer agrees that Trans Union information will not be forwarded or shared with any third party unless required by law or approved by Trans Union. If approved by Trans Union and authorized by the consumer, Customer may deliver the consumer credit information to a third party, secondary, or joint user with which Customer has an ongoing business relationship for the permissible use of such information. Customer understands that Trans Union may charge a fee for the subsequent delivery to secondary users.
10. Trans Union shall use reasonable commercial efforts to obtain, assemble and maintain credit information on individuals as furnished by its subscribers or obtained from other available sources. THE WARRANTY SET FORTH IN THE PREVIOUS SENTENCE IS THE SOLE WARRANTY MADE BY TRANS UNION CONCERNING THE CONSUMER REPORTS, INCLUDING, BUT NOT LIMITED TO THE TU SCORES. TRANS UNION MAKES NO OTHER REPRESENTATIONS OR WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR BOTH, OF ANY AND ALL OF THE AFOREMENTIONED PRODUCTS AND SERVICES THAT MAY BE PROVIDED TO CRA. THE WARRANTY SET FORTH IN THE FIRST SENTENCE OF THIS PARAGRAPH IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **EXHIBIT A**

### **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 Federal Trade Commission's Internet web site (<http://www.ftc.gov>).

#### ***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 this "prescreened" information are described in Section V 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 a 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.

A. 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.

## **II. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES.**

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 as 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.)

## **III. 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.

## **IV. 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.

## **EXHIBIT B**

### **Business That Cannot Be Provided Information**

Adult entertainment service of any kind  
Business that operates out of an apartment or unrestricted location within a residence (unless approved by repository)  
Attorneys or Law Offices of any type  
Bail bondsman  
Check cashing  
Credit counseling  
Credit repair clinic  
Dating service  
Financial counseling  
Genealogical or heir research firm  
Massage services  
Company that locates missing children  
Pawn shop  
Private detectives, detective agencies or investigative companies  
Individual seeking information for their private use  
Company that handles third party repossession  
Company or individual involved in spiritual counseling  
Subscriptions (magazines, book clubs, record clubs, etc.)  
Tattoo service  
Insurance Claims  
Internet Locator Services  
Asset Location Services



Canada does not have a federal statute regulating credit reporting. Instead, credit reporting regulation is provided under provincial law in the provinces of British Columbia, Saskatchewan, Manitoba, Ontario, Quebec, Nova Scotia, Prince Edward Island and Newfoundland. Not all the laws are the same, particularly regarding the rules about purging obsolete information. Additionally, some of the provincial laws require notification to the consumer when a credit report is requested (see below), but all do require post-notification regarding adverse action. And, since Canada has no similar law to the Equal Credit Opportunity Act, Canadian reports differ from U.S. reports in that no ECOA designation is listed.

All of the above named provinces, with the exception of Saskatchewan, require some form of notification to consumers that a credit report will be or has been accessed on them. Although you will want to independently review all relevant statutes, some brief synopses of the provincial credit reporting laws follows. British Columbia No person shall obtain from a reporting agency a report...(a) without the express written consent of the consumer, or (b) unless he/she promptly notifies the consumer in writing that a consumer report will be obtained. (The consent may be contained in an application for credit, insurance, employment or tenancy, if it is clearly set forth in type not less than 10 point in size, above the signature of the consumer.) Saskatchewan No pre-notification requirement, but does require post-notification. Manitoba No person shall conduct, or cause to be conducted, a personal investigation (a) without the express written consent of the subject, or (b) unless the subject is given written notice by the user, within ten days of the granting or denial of the benefit for which the subject has applied, that a personal investigation was conducted. This consent may be contained in an application for credit, insurance, employment or tenancy if clearly set forth in type not less than 10 point size above the subject's signature, and the consent shall be deemed to be continuing during the term of any agreement for credit, insurance, employment or tenancy; but, if the user refuses any application for increase of any benefits under any such agreement the user shall give notice of any partial or complete denial of such application as required under law. Ontario Where a person proposes to extend credit to a consumer, and a consumer report containing credit information only is being or may be referred to in connection with the transaction, he/she shall give notice of the fact to the consumer in writing at the time of the application for credit; or, if the application is made orally, orally at the time of the credit application. Quebec Since January 1, 1994, the Act Respecting the Protection of Personal Information in the Private Sector imposes various obligations upon companies which conduct business in Quebec with regard to collecting, using and communicating personal information, including credit information. Moreover, this Act prohibits any company from sending credit information held in Quebec about persons residing in Quebec to third persons without consent from the persons concerned or in circumstances set forth in the Act. Therefore, before obtaining any credit information from the North American Link concerning a person residing in Quebec, the member must obtain the specific consent of the consumer or be able to prove that one of the exceptions set forth in the Act applies (Sections 18 and 23). The member must also use this information only for the specific purpose consented to by the consumer or as otherwise authorized by the Act. Nova Scotia No person shall procure or cause to be prepared a consumer report...(a) without the express written consent of the consumer, or (b) unless he/she notifies the consumer in writing that a consumer report has been or will be requested, and advises him/her not later than ten days after the report has been requested of the consumer reporting agency's name and address. This notice and consent may be contained in an application for credit, insurance, employment or tenancy if clearly set forth in type not less than 10 point in size above the signature of the consumer. Prince Edward Island No person shall procure from the consumer reporting agency, or cause it to prepare, a consumer report... unless he/she notifies the consumer of that fact before the report is requested, or he/she has already obtained the consumer's consent. Newfoundland Requires notification for reports containing "personal" information (investigative consumer reports), which would not include credit reports. However, the Act provides that, where the credit risk of a consumer is being assessed by any person, that person shall, upon request of the consumer, inform the consumer if a credit report has been obtained and of the name of the consumer reporting agency supplying the report. Please be aware that this information is provided for information purposes only and is not intended to be, nor should it be used or construed as, legal advice.

## **Employment/Tenant Screening Supplement Agreement**

This Employment /Tenant Screening Supplement Agreement is made and executed on this \_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_, (the "CUSTOMER"), and SAN ANTONIO RETAIL MERCHANTS ASSOCIATION (SARMA), 1801 Broadway, San Antonio, Texas 78215. This Agreement supplements that certain Customer Contract for Services & Subscriber Agreement previously executed by both parties. SARMA and Customer hereby ratify and reaffirm the terms and conditions of the Customer Contract, and such terms and conditions are supplemented and amended only as specifically set forth herein.

### **CUSTOMER AGREES:**

1. To read and maintain on file the attached copy of the Fair Credit Reporting Act (FCRA) and to accept responsibility for using information provided by Retail Alliance in accordance with the Fair Credit Reporting Act (FCRA), Public Law 91-508.
2. To be aware that some states have strict "Employee Rights" statutes in force for employers and that compliance with these laws is the responsibility of the CUSTOMER and that use of that must be upheld in compliance with the FCRA guidelines.
3. To use the Accu-Profile reports for tenant or employment screening purposes only and to recognize that information is obtained from the credit bureau's and also from other databases that include investigative data from Public sources. SARMA cannot guarantee or insure the accuracy or depth of the information.
4. To assume the responsibility of the final verification of the applicant's identity and always to obtain a proper release and authorization form from each applicant.
5. That SARMA employees are not allowed to render any opinions regarding information contained in any type of consumer report. Tenant leasing, Hiring decisions or any other actions must be based upon the CUSTOMER'S policies and procedures.
6. To give the applicant SARMA'S 1-800 telephone number and address if information provided in a consumer report is responsible for suspension or termination of the application process.

7. To pay for services rendered as established by SARMA within fifteen (15) days after a statement has been rendered to the CUSTOMER. Terms are net 30 days. Accounts in arrears will assume a finance charge of 1.5%. If an account goes to collection and/or requires legal action, the CUSTOMER agrees to pay all expenses including legal fees.

8. CUSTOMER will indemnify and hold harmless SARMA and their directors, officers, employees, agents, affiliated credit reporting agencies, independent contractors, successors and assigns, from and against and with respect to any and all liabilities, claims, losses, demands, actions, causes of action, damages, expenses (including, without limitation, attorney's fees and costs of litigation), or liability, arising from or in any manner related to any allegation, claim, demand or suit, whether or not meritorious, brought or asserted by any third party arising out of or resulting from any actual or alleged negligence or intentional act of CUSTOMER, whether or not any negligence of SARMA is alleged to have been contributory thereto, the failure of the CUSTOMER to duly and fully perform their obligations under this Agreement, the failure of the CUSTOMER to insure the reliable and accurate delivery of Credit Information, misuse or improper access to Credit Information by the CUSTOMER or subscribers, or the failure of the CUSTOMER to comply with applicable laws or regulations.

**SAN ANTONIO RETAIL MERCHANTS ASSOCIATION (SARMA) AGREES:**

1. To comply with all the applicable laws in the preparation of reports as requested by the CUSTOMER.
2. To follow reasonable quality assurance procedures to assure maximum possible accuracy of information.
3. To provide consumer information in compliance with the Fair Credit Reporting Act, Public law 91-508.
4. To maintain confidentiality of its data acquisition and verification methodology.
5. To maintain consumer report information and transaction details for a minimum of three years or according to CUSTOMER in house policy guidelines. During an inquiry, the subject of the report has the right to learn the name of the CUSTOMER requesting the information and has the right to be informed of the substance of the report ordered by the CUSTOMER when a written request is made to SARMA.
6. That this Agreement is to continue from year to year on the same terms and conditions set forth herein unless CUSTOMER notifies SARMA, or SARMA notifies CUSTOMER of cancellation prior to any annual renewal date; provided that SARMA shall have the right to cancel this Agreement at any time upon breach by CUSTOMER of any of the provisions of this Agreement effective upon the date of written notice of such breach by the CUSTOMER.

\_\_\_\_\_  
Print Company/Customer Name

\_\_\_\_\_  
Customer Authorized Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

## SECURITY ADDENDUM

I understand that the following is strongly recommended for security purposes:

- Company information security policy.
- Information security officer on staff.
- Independent security consultant for computer security
- Notification to all employees to use extreme caution when downloading files or surfing the Internet.
- Regular employee information security training.
- Static public IP address issued by your Internet Service Provider (ISP).
- Properly configured hardware based firewall.
- Properly configured software based firewall.
- Coordinator in charge of compliance with the Gramm-Leach-Bliley (GLB) Act Safeguards Rule (<http://www.ftc.gov/privacy/glbact>).
- Strong passwords (at least eight characters long).
- Changing of passwords on a regular basis.
- Encryption of sensitive customer information when it is transmitted electronically
- Weekly scanning of all computers with anti-virus software
- Remove former employee user access promptly
- When using a wireless network, implement wireless encryption (WEP or WPA)

How many employees are in your office? \_\_\_\_\_

Do your employees log into your network from home or other remote locations? \_\_\_\_ Yes \_\_\_\_ No

What Loan Origination Software do you use? \_\_\_\_\_

How many desktop computers are in your office? \_\_\_\_\_

How many laptop computers are in your office? \_\_\_\_\_

Who is your Internet Service Provider? \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

***Below is a sample letter that includes the required information for your Letter Of Intent (LOI).***

***This letter must be on your company letterhead.***

### LETTER OF INTENT

Date:

(Company Name) operates as a (type of business, i.e., mortgage broker, property management company, etc). We will be utilizing the services of SARMA for the purpose of (your permissible purpose, i.e., underwriting mortgage applications, approve lease applications, etc).

We anticipate our access to be primarily (local, regional, nationwide).

We anticipate our monthly usage to be approximately (quantity or dollar amount).

We understand that we may not access consumer credit data for any reason other than the purpose stated above.

Sincerely,

\_\_\_\_\_  
Signature of Owner or Corporate Officer

\_\_\_\_\_  
Printed Name and Title