

# Merchants Credit Bureau

## Service Agreement: Experian Only



In order to cooperate with other business and professional people in the confidential dissemination of credit information, the undersigned (hereinafter referred to as the Subscriber) petitions the Credit Bureau named below (hereinafter referred to as the Credit Bureau) for the use of its services upon the basis outlined below, and if accepted by said Credit Bureau as a member or subscriber, agrees that the following shall constitute a service contract between the Subscriber and the Credit Bureau.

Subscriber is a \_\_\_\_\_(type of business/services provided) and certifies a valid permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 U.S.C.§1681), hereinafter called "FCRA."

**THE SUBSCRIBER CERTIFIES AND AGREES:** The Subscriber will comply with all the provisions of 15 U.S.C.§1681 (FCRA) and all other applicable statutes, both state and federal.

Subscriber certifies that it will request consumer reports pursuant to procedures prescribed by MCB/Experian from time to time only for permissible purpose certified below, and will use the reports obtained for no other purpose.

- (A) In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or connection of an account of, the consumer, or
- (B) For employment purposes; and Subscriber agrees to make the employment certification below; or
- (C) In connection with the underwriting of insurance involving the consumer; where written permission of the consumer has been obtained; or
- (D) In connection with a legitimate business need for the information in connection with a business transaction initiated by the consumer or to review an account to determine whether the consumer continues to meet the terms of the account; and the Subscriber agrees to identify to the Credit Bureau each request at the time such report is ordered, and to certify the legitimate business need for such report; or
- (E) In connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider a subscriber's financial responsibility or status; or
- (F) As a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with an existing credit obligation.

Reports on employees will be requested only by the Subscriber's designated representatives. Employees will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties.

That each time a request for information on a credit report is made for employment purposes it will comply with §604 of the FCRA, namely: (1) consumer has been given a clear and conspicuous written notice, in advance (in a document that consists solely of the disclosure), that a consumer report may be requested for employment purposes; (2) consumer has authorized the Subscriber, in writing, to procure the report; (3) the information in the consumer report will not be used in violation of any federal or state equal employment opportunity law or regulation; (4) before taking adverse action, in whole or part on the report, Subscriber will provide the consumer a copy of report and a description of the consumer's rights under the FCRA.

15 U.S.C.§1681 provides that any person who knowingly and willfully obtains information from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code, or imprisoned not more than two years, or both.

**FICO Scores:** (i) Subscriber certifies that it has a "permissible purpose" under the Fair Credit Reporting Act, as it may be amended from time to time, to obtain the information derived from the Experian/Fair, Isaac Model.

(ii) Subscriber agrees to limit its use of the Scores and reason codes solely to use in its own business with no right to transfer or otherwise sell, license, sublicense or distribute said Scores or reason codes to third parties;

(iii) Subscriber End Users must maintain internal procedures to minimize the risk of unauthorized disclosure and agree that such Scores and reason codes will be held in strict confidence and disclosed only to those of its employees with a "need to know" and to no other person;

(iv) Notwithstanding any contrary provision of this Agreement, Subscriber's End User may disclose the Scores provided under this Agreement to credit applicants, when accompanied by corresponding reason codes, in the context of bona fide lending transactions and decisions only.

(v) A requirement that each Subscriber's End User comply with all applicable laws and regulations in using the Scores and reason codes

(vi) A prohibition on the use by Subscriber's End User, its employees, agents or subcontractors, of the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian Information Solutions, Inc. or Fair, Isaac and Company, or the affiliates of either of them, or any other party involved in the provision of the Experian/Fair, Isaac Model without such entity's prior written consent;

(vii) Subscriber's End User, is prohibited, in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian/Fair, Isaac in performing the Experian/Fair, Isaac Model;

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

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

Subscriber agrees that it shall use Consumer Report only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties; provided, however, that Subscriber 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.

With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, MCB/Experian may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

That Subscriber will provide prompt, accurate and complete information at the time of transmission and will comply with §623 of the FCRA.

Subscriber may discuss information received from Credit Bureau with the consumer in the event Subscriber declines or takes adverse action regarding the consumer. In the event of disclosure to the consumer by Subscriber, the Credit Bureau shall be held harmless from any liability, damages, cost or expense including reasonable attorney's fees resulting there from. The Credit Bureau shall not be liable in any manner whatsoever for any loss or injury to Subscriber resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information, such information being based, however, upon reports obtained from sources considered by the Credit Bureau to be reliable.

Subscriber agrees to comply with MCB/Experian policies, procedures, and Services Agreement including all applicable attachments, addendums, and exhibits. Subscriber further agrees to establish security policies and routinely consult the Experian Alert List of prohibited End-User subscribers.

\* Information from the databases of MCB and Experian will be requested only for Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Subscriber will not disclose information from the above databases to the subject of the report except as permitted or required by law.

\* Subject will hold MCB and Experian and all its agents harmless on account of any expense of damage arising or resulting from the publishing of other disclosure of information from the above data bases by the Subscriber, its employees or agents.

\* Recognizing that information from MCB and Experian is secured by and through fallible human sources and that, for the fee charged, MCB/Experian can not be an insurer of the accuracy of the information, and it is further understood that the accuracy of the data is not guaranteed. Subscriber releases MCB, Experian and their affiliate companies, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with any loss or expense suffered by Subscriber resulting directly or indirectly from information from the above sources.

Written notice by either party to the other will terminate this Agreement effective ten (10) days after the date of that notice, but obligations and agreements set forth in the paragraphs above (notated with \*) will remain in force.

By signing below, I authorize Merchants Credit Bureau to review my own personal credit profile to be used in conjunction with this contract for company membership, and agree to act as a personal guarantor.

**THE CREDIT BUREAU AGREES:** To maintain files on individuals, firms or corporations, recording information furnished by its members or subscribers or obtained from other available sources. To furnish all available pertinent information on individuals, firms or corporations, including but not limited to: identifying information, credit history, and employment and public record information in file. Such information is being furnished at the special request of Subscriber, as evidenced by the signature on this application.

The Credit Bureau will not provide a record of inquiries in connection with credit or insurance transactions not initiated by the consumer. "Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation."

IT IS FURTHER MUTUALLY AGREED that the Credit Bureau and the Subscriber shall each be liable to any third party claimant for its own acts of negligence with regard to the performance of its duties hereunder, and each shall indemnify and hold harmless the other for and from all such third party claims arising on account of negligence, or on account of its failure to perform any of its obligations hereunder, and any cost or expense, including reasonable attorney's fees, incurred by the other in connection therewith.

Member: \_\_\_\_\_  
(Company Name)

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

City, State, Zip: \_\_\_\_\_

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

Website: \_\_\_\_\_



**Merchants Credit Bureau**  
41 Park of Commerce Way Suite 308  
Savannah, Georgia 31405  
Website: [www.mcbusa.com](http://www.mcbusa.com)  
Email: [salessupport@mcbusa.com](mailto:salessupport@mcbusa.com)  
(912) 447-7900 • 1-800-932-7934  
FAX (912) 447-7948

Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_  
(Signature of Principal)

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

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

MCB Rep: \_\_\_\_\_  
(Please Print)

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

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

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

**One Time Application Fee: \$105.00**  
Includes all of the following:  
 Compliance Credentialing / Due Diligence  
 Physical Inspection  
 Account Setup & Training  
 Internet Access  
 Business Credit Report  
 Invoice Fee Immediately Upon Setup  
 Delay Invoicing One Time Fee  
 30 days  60 days  90 days

**Membership Type:**  
**Please Select One:**  
 Monthly Membership \$40.00  
(counts towards usage)  
 Annual Membership \$225.00  
**Both Memberships include all of the following FREE of charge:**  
 Unlimited Technical Support  
 Approved Access to Wholesale Lenders  
 Superior Customer Service  
 Credit Reference Reporting

**Interoffice Use Only:**  
Client Code(s): \_\_\_\_\_  
Status of Membership: \_\_\_\_\_  
Approved/ Denied by: \_\_\_\_\_  
Setup Completed by: \_\_\_\_\_

**All users subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, [www.ftc.gov/credit](http://www.ftc.gov/credit). Persons not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website at [www.ftc.gov/credit](http://www.ftc.gov/credit). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The 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. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

## *I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS*

### **A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 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 "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

### **B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

### **C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

#### **1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user 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 makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

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

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

#### **3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

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

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

#### **E. Users Have Obligations When Notified of an Address Discrepancy**

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

#### **F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at [www.ftc.gov/credit](http://www.ftc.gov/credit).

#### **II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

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

#### **III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOREMPLOYMENT PURPOSES**

##### **A. Employment Other Than in the Trucking Industry**

If information from a CRA is used for employment purposes, the user has specific duties, 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 from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- 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, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. [Section 615\(b\)\(2\)](#)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

##### **B. Employment in the Trucking Industry**

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

#### **OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED**

Investigative consumer reports are a special type of consumer report in which information about character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. 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 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 at some time before or 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 the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- 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. 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. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

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

#### **V. OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

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

#### **VI. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS**

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

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

•The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at [www.ftc.gov/credit](http://www.ftc.gov/credit).

## VII. OBLIGATIONS OF RESELLERS

### A. Disclosure and Certification Requirements

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

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

### B. Reinvestigations by Resellers

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

### C. Fraud Alerts and Resellers

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

## VIII. LIABILITY FOR VIOLATIONS OF THE FCRA

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

**The FTC's Web site, [www.ftc.gov/credit](http://www.ftc.gov/credit), has more information about the FCRA, including publications for businesses and full text of the FCRA. Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:**

Section 602 15 U.S.C. 1681	Section 608 15 U.S.C. 1681t	Section 616 15 U.S.C. 1681n	Section 624 15 U.S.C. 1681t
Section 603 15 U.S.C. 1681a	Section 609 15 U.S.C. 1681u	Section 617 15 U.S.C. 1681o	Section 625 15 U.S.C. 1681u
Section 604 15 U.S.C. 1681b	Section 610 15 U.S.C. 1681v	Section 618 15 U.S.C. 1681p	Section 626 15 U.S.C. 1681v
Section 605 15 U.S.C. 1681c	Section 611 15 U.S.C. 1681w	Section 619 15 U.S.C. 1681q	Section 627 15 U.S.C. 1681w
Section 605A15 U.S.C. 1681cA	Section 612 15 U.S.C. 1681j	Section 620 15 U.S.C. 1681r	Section 628 15 U.S.C. 1681x
Section 605B15 U.S.C. 1681cB	Section 613 15 U.S.C. 1681k	Section 621 15 U.S.C. 1681s	Section 629 15 U.S.C. 1681y
Section 606 15 U.S.C. 1681d	Section 614 15 U.S.C. 1681l	Section 622 15 U.S.C. 1681s-1	
Section 607 15 U.S.C. 1681e	Section 615 15 U.S.C. 1681m	Section 623 15 U.S.C. 1681s-2	

## **Access Security Requirements**

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

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

### **1. Implement Strong Access Control Measures**

1.1 Do not provide your credit reporting agency Subscriber Codes or passwords to anyone. No one from the credit reporting agency will ever contact you and request your Subscriber Code number or password.

1.2 Proprietary or third party system access software must have credit reporting agency Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.

1.3 You must request your Subscriber Code password be changed immediately when:

- any system access software is replaced by another system access software or is no longer used;
- the hardware on which the software resides is upgraded, changed or disposed of

1.4 Protect credit reporting agency Subscriber Code(s) and password(s) so that only key personnel know this sensitive information.

Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).

1.5 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the credit reporting agency's infrastructure. Each user of the system access software must also have a unique logon password.

1.6 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users profiles.

1.7 Keep user passwords Confidential.

1.8 Develop strong passwords that are:

- Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
- Contain a minimum of seven (7) alpha/numeric characters for standard user accounts

1.9 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.

1.10 Active logins to credit information systems must be configured with a 30 minute inactive session, timeout.

1.11 Restrict the number of key personnel who have access to credit information.

1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.

1.13 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.

1.14 Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.

1.15 After normal business hours, turn off and lock all devices or systems used to obtain credit information.

1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

## **2. Maintain a Vulnerability Management Program**

2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.

2.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.

2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:

- Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
- If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
- On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.

2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:

- Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
- If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
- Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
- Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

## **3. Protect Data**

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

3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.

3.4 Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.

3.5 Only open email attachments and links from trusted sources and after verifying legitimacy.

## **4. Maintain Information Security Policy**

4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.

4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.

4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.

4.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

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

5.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.

5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.

5.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.

5.4 Any stand alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.

5.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.

5.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point. systems (port scanning, virus scanning, vulnerability scanning).

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

6.1 Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning.)

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



# MEMBERSHIP APPLICATION

41 Park of Commerce Way Suite 308 • Savannah, Georgia 31405 • V: (912) 447-7900 F: (912) 447-7948 • 1-800-932-7934

Please type or print ALL information requested. This will aid us in processing your application for membership as quickly as possible.

COMPANY NAME: \_\_\_\_\_

DBA (If Applicable) \_\_\_\_\_

ADDRESS: \_\_\_\_\_ LANDLINE TELEPHONE: \_\_\_\_\_

\_\_\_\_\_ ALT TELEPHONE: \_\_\_\_\_

IN BUSINESS SINCE (mm/yy): \_\_\_\_\_ FAX: \_\_\_\_\_

COMPANY WEBSITE: \_\_\_\_\_

BUSINESS LOCATION:  COMMERCIAL  RESIDENTIAL

TYPE OF BUSINESS:  PARTNERSHIP  SOLE OWNER  CORPORATION  LLC

NAME OF PARENT OR AFFILIATE COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

PRIMARY CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

DIRECT PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ALTERNATE CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

DIRECT PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PURPOSE(S) FOR WHICH CREDIT INFORMATION WILL BE USED \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_

SERVICES OFFERED/PRODUCTS SOLD \_\_\_\_\_

ESTIMATED MONTHLY CREDIT INQUIRIES \_\_\_\_\_ OTHER CREDIT AGENCIES USED \_\_\_\_\_

MONTHLY BILLING TO BE SENT TO: \_\_\_\_\_ NAME

ADDRESS: \_\_\_\_\_

**I agree to use the credit card below to settle all charges for this account if/when the account becomes delinquent by 45 days or more. (Skip only if a publicly traded company or FDIC insured)**

NAME AS IT APPEARS ON CARD: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CREDIT CARD NUMBER \_\_\_\_\_ EXPIRATION DATE (MM/YY) \_\_\_\_\_

**PRINCIPALS OF THE COMPANY**

Name \_\_\_\_\_ Position \_\_\_\_\_ SS# \_\_\_\_\_

Home Address \_\_\_\_\_

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

I certify that I am the person named above. As a principal of \_\_\_\_\_  
 I authorize Merchants Credit Bureau to review my own personal credit profile to be used only in conjunction with this application for company membership,  
 and agree to act as a personal guarantor. I authorize the release of information on the accounts and references listed below.

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

Name \_\_\_\_\_ Position \_\_\_\_\_ SS# \_\_\_\_\_

Home Address \_\_\_\_\_

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

I certify that I am the person named above. As a principal of \_\_\_\_\_  
 I authorize Merchants Credit Bureau to review my own personal credit profile to be used only in conjunction with this application for company membership,  
 and agree to act as a personal guarantor. I authorize the release of information on the accounts and references listed below.

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

**COMMERCIAL REFERENCES**

Bank References: \_\_\_\_\_ Branch \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Account: \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Reference: \_\_\_\_\_ Branch \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Account: \_\_\_\_\_ Account Number \_\_\_\_\_

**Please list three business trade references below. (Please indicate actual address, not post office box numbers.)**

1. Company Name \_\_\_\_\_ Admin. Phone ( ) \_\_\_\_\_

Company Address \_\_\_\_\_

2. Company Name \_\_\_\_\_ Admin. Phone ( ) \_\_\_\_\_

Company Address \_\_\_\_\_

3. Company Name \_\_\_\_\_ Admin. Phone ( ) \_\_\_\_\_

Company Address \_\_\_\_\_

**FOR RAPID PROCESSING OF YOUR MEMBERSHIP DOCUMENTS, PLEASE RETURN THE COMPLETED DOCUMENTS VIA FAX TO (912) 447-7948 OR EMAIL [SALESSUPPORT@MCBUSA.COM](mailto:SALESSUPPORT@MCBUSA.COM) AND SUBMIT THE ORIGINAL DOCUMENTS VIA MAIL TO:**

MERCHANTS CREDIT BUREAU  
 ATTN: SALES SUPPORT  
 41 PARK OF COMMERCE WAY SUITE 308  
 SAVANNAH, GEORGIA 31405

**BE SURE TO SEND THE FOLLOWING FOR RAPID PROCESSING:**

- All Membership Agreements
- Business License

**I CERTIFY THAT THE ABOVE STATEMENTS ARE ACCURATE. I AGREE NOT TO RESELL THE REPORT TO ANY THIRD PARTY. I HAVE READ AND AGREE TO THE FCRA REQUIREMENTS AND ACCESS SECURITY REQUIREMENTS AND ALL MCB/EXPERIAN POLICIES AND PROCEDURES.**

Signature \_\_\_\_\_  
 Owner or Officer

TITLE \_\_\_\_\_

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

## **Addendum: Additional required documents for Tenant Screening Industry**

### ***If the End-User is an APARTMENT MANAGEMENT COMPANY***

Obtain ONE of the following:

- Minimum of 3 completed (signed) rental applications (*either existing tenants or new applicants is acceptable*)
- Document filings in Landlord/Tenant Court with proof of filing
- Verify membership in local/regional/national Apartment Association

AND obtain:

- A signed list of all apartment complexes and/or properties under the apartment management company. The list must include the apartment/property name, contact name, business address and phone number for each location.

### ***If the End-User is an A REAL ESTATE AGENT CONDUCTING BUSINESS AS A PROPERTY MANAGER***

Obtain ONE of the following:

- Minimum of 3 completed (signed) rental applications (*either existing tenants or new applicants is acceptable*)
- Document filings in Landlord/Tenant Court with proof of filing
- Verify membership in local/regional/national Apartment Association

### ***If the End-User is an APARTMENT COMPLEX***

Obtain ONE of the following:

- Minimum of 3 completed (signed) rental applications (*either existing tenants or new applicants is acceptable*)
- Document filings in Landlord/Tenant Court with proof of filing
- Verify membership in local/regional/national Apartment Association

### ***If the End-User is an INDIVIDUAL LANDLORD***

Obtain ONE of the following for proof of property ownership for each rental property:

- Copy of filed property title
- Copy of filed property tax records
- Public records search
- Property insurance documents from the county/city/state
- Other method approved by Experian *prior* to implementation

AND obtain:

- A copy of a completed (signed) rental application or agreement for each rental property.
- Verify prospective end user's (property owner's) identification and document a copy prior to allowing access via: Government issued photo ID or obtain a verified banking reference.

### ***If the End-User is an INDIVIDUAL LANDLORD OPERATING UNDER A BUSINESS NAME***

In addition to items stated above, any of the following addition items are required to further document the end user business:

- Experian approved Business Credit Report that verifies the company is in business.
- Business license status from government website
- Business license, copy or documented verification from issuing authority
- State and/or federal tax records originating from the state or federal government
- Fictitious Business Name filing with proof of filing.

### ***If the End-User is an INDEPENDENT REAL ESTATE AGENT CONTRACTED WITH A REAL ESTATE FIRM FOR TENANT SCREENING PURPOSES***

Obtain ONE of the following:

- Minimum of 3 completed (signed) rental applications (*either existing tenants or new applicants is acceptable*)
- Document filings in Landlord/Tenant Court with proof of filing
- Verify membership in local/regional/national Apartment Association

AND obtain:

- A signed list of all apartment complexes and/or properties under the apartment management company. The list must include the apartment/property name, contact name, business address and phone number for each location.
- Real Estate Broker's license
- Documented verification/confirmation of the business relationship from the real estate firm

Documented verification must include:

- ⌚ Name of institution
- ⌚ Name of person interviewed
- ⌚ Phone number of institution
- ⌚ Verification of Business Name
- ⌚ Name of person who conducted the verification
- ⌚ Date verification was conducted