

ACCOUNT MEMBERSHIP PROCESS

Thank you for your interest in CredStar, part of the Fiserv family of companies and the Credit Reporting Agency (CRA) of Fiserv Solutions, Inc.. Fiserv is the technology leader in financial services and offers among the widest array of lending solutions for the financial industry. CredStar, a leader in credit reporting for over twenty years, has always been at the forefront of credit reporting technology and are pleased with the opportunity to extend its services to you. The Federal Fair Credit Reporting Act (FCRA), applicable state laws and other regulatory requirements strictly regulate access to consumer credit reports. This necessitates that we obtain certain information from you in this membership process.

Enrollment Procedure

The following is a list of documents we will need in order to activate your account.

1. **Agreement for Service (AFS):** these documents must be completed and signed by an authorized individual.
2. **Guaranty for Payment of Services:** this section of the AFS is required for all businesses **EXCEPT** for chartered financial institutions (banks, savings & loans, thrifts, credit unions), publicly-traded corporations, or privately-held companies with adequate, verifiable capitalization.
3. **Proof of Legitimate Business:** a copy of a certified business license, or an official state or federally filed document displaying the business name must be included with the application.
4. **Business bank account statement and telephone bill:** Submission of these documents, provided that they are dated within 45 days of the AFS will help expedite the membership process.
5. **Lease/Deed:** A copy of the current lease of the business must show the same address as the address on the AFS. Only the following pages are needed – signature page, address page, terms of lease page, landlord name, address, and contact information page.
6. **Driver's license:** A copy of the principal's current driver's license is required if the owner is a sole proprietorship, a partner in a partnership, or an officer in a corporation if the corporation has been in business less than one year.
7. **Mortgage Broker/Real Estate License:** a copy of a certified Mortgage Broker license/Real Estate license must be included with the application.
8. **Letter of Intent:** a separate letter of intent must be on company letterhead and signed by an authorized individual. The letter must include the nature of the business, the intended use for CredStar's services, the anticipated monthly volume, and intent as to whether access will be primarily local, regional, or national.

Please fax the above-mentioned documents to: **818-755-0356**, e-mail as an attached set of scanned documents to sales@credstar.com, or mail to the address above, Attention: Sales and Marketing.

Compliance Check PROCESS

Once received, our Sales and Membership Department will proceed in the following manner:

1. **AFS review and verification:** Review and verification of your enrollment documents may take up to 3 business days.
2. **Physical Inspection:** To assure FCRA compliance, companies accessing consumer credit reports are required to pass a physical inspection of their premises. There is a \$75 charge for the inspection, which will be included on your first monthly invoice. Note that a physical inspection is a mandated, compliance requirement. *Contact your sales representative if you have any questions about this requirement.*
3. **Account Setup:** Once the Compliance Review is complete, a member of our support team will contact you via e-mail or phone to notify you that your account has been activated.

Customer Support

We're known as the industry's leader in customer care and technical support. Our credit specialists are assigned to your account and are available by phone, fax and email. If you have any questions about the membership process, please feel free to contact us at (818) 762-6262 or (800) 767-8569.

Documents Enclosed:

1. Account Membership Process: Please read carefully
2. Agreement for Service (AFS): Fill out and sign
3. Exhibit A Score Services Addendum: Please read
4. Exhibit B Pricing Addendum: Please read and verify
5. Exhibit C Branches and Affiliates: Please fill out if needed
6. Exhibit D Client Agent Addendum: Please fill out if needed
7. Exhibit E Additional Services/Internet: Please read
8. Exhibit F FTC Document: Please read and retain

Account Number: _____

CUSTOMER PROFILE

Company name: _____

Address: _____ City: _____ State: _____ Zip: _____

Business telephone: _____ Fax: _____

Billing address
(if different from above): _____ City: _____ State: _____ Zip: _____

Multiple branches? Yes No Separate billings? Yes No URL: _____

Length of time in business: _____ Years _____ Months Number of employees: _____ Annual revenue: _____

Office location: Commercial Residential Length of time in current location: _____ Years _____ Months

Loan Origination Software: _____ Version: _____ Current credit provider: _____

CONTACT INFORMATION

1. Primary Contact

Name: _____ Title: _____

Telephone No.: _____ E-mail: _____

2. Compliance Contact (if different than primary contact)

Name: _____ Title: _____

Telephone No.: _____ E-mail: _____

3. Billing contact (if different than primary contact)

Name: _____ Title: _____

Telephone No.: _____ E-mail: _____

4. Technical contact (if different than primary contact)

Name: _____ Title: _____

Telephone No.: _____ E-mail: _____

BUSINESS PROFILE
(Attach a copy of business license including DBA, proof-of-affiliation, or non-profit certification where applicable)

<input type="checkbox"/> Corporation State: _____ Date of incorporation: _____ <input type="checkbox"/> LLC <input type="checkbox"/> Non-profit State: _____ Date of Organization: _____	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship Business License No.: _____ State: _____ Date of Organization: _____	<input type="checkbox"/> Bank FDIC No. _____ <input type="checkbox"/> Credit Union Charter No. _____ Expiration date: _____
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Tax Exempt Business Tax ID: _____ Other: _____

Primary nature of business: _____

Intended Use of Credit Reports (see section 20 of AFS): _____

Account Number: _____

BUSINESS BANK REFERENCE (required)
(May be omitted if current business bank account statement is provided)

Bank name: _____ Branch: _____ Account no.: _____
Address: _____ City: _____ State: _____ Zip: _____
Contact name: _____ Title: _____
Telephone: _____ Fax: _____ E-mail _____

BUSINESS REFERENCES (required)
(Please use references of appraisers, title companies, realtors, etc., who can verify the nature of your business)

1. Business name: _____
Address: _____ City: _____ State: _____ Zip: _____
Contact name: _____ Title: _____
Telephone: _____ Fax: _____ E-mail _____

2. Business name: _____
Address: _____ City: _____ State: _____ Zip: _____
Contact name: _____ Title: _____
Telephone: _____ Fax: _____ E-mail _____

CREDIT REFERENCES (required)
(Please use references of appraisers, title companies, realtors, etc., who can verify the nature of your business)

1. Credit reference: _____ Account No. _____
Contact name: _____ Title: _____
Telephone: _____ Fax: _____ E-mail _____

2. Landlord (if commercial location): _____
Contact name: _____ Title: _____
Telephone: _____ Fax: _____ E-mail _____

OFFICERS, OWNERS, PARTNERS, MEMBERS or MANAGING PARTNERS (required)
(Persons listed below are duly authorized to legally bind the company—include additional names if required)

Name: _____ Title: _____
Name: _____ Title: _____

AUTHORIZED SIGNATURE (required)

I certify that the above information and any attachments are true and accurate and authorized Fiserv Solutions, Inc., DBA CredStar to check credit references of the applicant. I further authorize my creditors to treat a photocopy or facsimile of my signature as an original and accept such as my authorization to release credit information to Fiserv Solutions, Inc. DBA CredStar by telephone

Signature: _____ Date: _____
Print Name: _____ Title: _____

AGREEMENT FOR SERVICE

In order to receive various information services ("Information Service(s)") from CredStar, a business unit of Fiserv Solutions, Inc., the undersigned Client ("Client") agrees to the terms and conditions set forth in this agreement and the exhibits attached hereto (together, this/the "Agreement"). If there is a conflict between the general terms and conditions of this Agreement and any exhibit, the provisions of the exhibit will govern and control. This Agreement applies to every kind of information, software or service provided by CredStar to Client, even if a given type of service or information is not specifically referred to in this Agreement or is not currently provided by CredStar, unless the service is furnished pursuant to a separate written agreement with CredStar, executed and effective after the date this Agreement becomes effective, and containing an "entire agreement" or merger" clause. **THIS AGREEMENT DOES NOT ESTABLISH ANY OBLIGATION ON THE PART OF CREDSTAR TO PROVIDE ANY INFORMATION SERVICES TO CLIENT UNTIL CREDSTAR HAS NOTIFIED CLIENT THAT ACCOUNT SET-UP HAS BEEN COMPLETED AND CREDSTAR HAS ISSUED ACCESS CODES TO CLIENT.**

1. CREDSTAR will provide its Information Services, as available, to Client and Client Affiliates during the term of this Agreement. "Client Affiliates" are those entities listed in **Exhibit D**, which are and will be at all times entities, which are controlled by, or are under common control with Client. "Control" means having the ability to direct the management and policies of the entity in question, whether directly or indirectly. Client represents and warrants that it has the full power and authority to bind each Client Affiliate to every obligation of Client in this Agreement, and Client's signature to this Agreement will bind each Client Affiliate. At CREDSTAR's request, Client will cause any Client affiliate to provide CREDSTAR with written certification substantially similar to the ones made by Client in Sections 2 and 20 below. References throughout this Agreement to "Client" will apply as well to any Client Affiliate using the Information Services, as appropriate.

2. Client certifies and agrees that it will order Information Services as an end-user or as an agent of an end-user ("Client's principal"). Client further certifies and agrees that it will order Information Services that are consumer reports ("Basic Reports") credit risk scores ("Scores") and other enhancements to the Basic Report solely for the permissible purposes Client has specified in Section 20 below and no other purpose. **If Client is acting as an agent, Client must complete and sign Exhibit E.** For purposes of this Agreement, the term "Credit Reports" includes Basic Reports, Scores, and other enhancement to Basic Reports, individually or collectively, as the context requires. Client agrees to obtain a signed written authorization from each consumer prior to ordering a Credit Report on such person, will maintain all authorizations on file for at least five (5) years, and will provide CREDSTAR with copies (or originals) on request.

3. **Client agrees that it will not order Credit Reports for employment purposes or transactions not initiated by the consumer (prescreening) unless approved beforehand in writing by CREDSTAR. Client agrees not to resell or otherwise disclose Credit Reports (or any part thereof, excepting connection with the sale of a loan to which the Credit Report relates), to the consumer if adverse action has been taken based on the report, to Client's principal if Client is acting as agent, or as otherwise required by law.** Client agrees to refer consumers to CREDSTAR for all substantive inquiries regarding Credit Reports, to obtain the written permission of the consumer to obtain the Credit Report where required under applicable state laws in the form required under such laws, and to provide all notices and disclosures required under federal and state laws. Client acknowledges that it understands its obligations under the Federal Fair Credit Reporting Act and applicable state laws in ordering and using Credit Reports, and Client agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance.

4. Client represents that it is not a private detective, detective agency, investigative company, bail bondsman, attorney, law firm, credit or financial counseling firm, "credit repair clinic," news agency or journalist, law enforcement agency, dating service, asset location service, or a person that will not be an end-user of the Information Services (including if Client is acting as agent acting for Client's principal), and Client agrees to notify CREDSTAR **PRIOR** to any change in any of the foregoing. Except as provided elsewhere in this Agreement, Client agrees not to sell, re-sell, transfer or otherwise distribute the Information Services (or any information contained therein) without first obtaining the written permission of CREDSTAR.

5. Client has read a copy of the FTC's "**Notice to Users of Consumer Reports: Obligations Under the FCRA**" (See **Exhibit G**) and understands the content within. Client will comply with all requirements under the Fair Credit Reporting Act and applicable state laws in ordering and using Credit Reports, and Client is solely responsible for its compliance. Client has received a copy of CREDSTAR's **Access Security Requirements**, and Client agrees to comply with such requirements as modified by CREDSTAR from time to time.

6. Section 1785.14(a) of the California Civil Code imposes special requirements with respect to transactions in which a "retail seller" (as defined in Section 1802.3 of the California Civil Code) intends to issue credit to a California resident who appears in person on the basis of an application for credit submitted in person ("point of sale transactions"). **Client certifies that these requirements do not apply to it** because (a) Client is **NOT** a "retail seller" (as defined in Section 1802.3 of the California Civil Code), and/or (b) Client does **NOT** issue credit to California residents who appear in person on the basis of applications for credit submitted in person. **Client further certifies that it will notify CREDSTAR in writing 30 days PRIOR to becoming a retail seller or engaging in point of sale transactions with respect to California residents.**

7. The following provisions are applicable to Scores provided under this Agreement:

a. **If Client Orders Any Score.** If Client orders any Score, Client acknowledges and agrees as follows:

(i) Client may provide the principal factors contributing to a Score to the subject of the Score when those principal factors are the basis of Client's adverse action against the subject or as otherwise required under applicable law. Where such principal factors are provided to the subject, Client must describe such factors in a manner that complies with the ECOA and Regulation B. Client agrees not to use any Score as the basis for an adverse action unless the score factor codes have been delivered to Client together with the Score, and Client agrees periodically to revalidate the Score as required under Regulation B. Client recognizes that all Scores (a) are statistical and may not be predictive as to any particular individual, (b) are not intended to characterize any individual as to credit capability, and (c) other factors must be considered in making a credit decision. No Score is intended to characterize any of Client's applicants or customers as to credit capability, and neither CREDSTAR nor any Score provider guarantees the predictive value of any Score with respect to any of Client's applicants or customers. Scores represent an estimate of credit risk relative to other individuals used by the Score provider to develop the Score and any predictive value of the Score only represents the provider's opinion based on its point-scorable prediction algorithms, risk models, and/or other methodology. **IN ORDERING A SCORE, CLIENT HAS MADE ITS OWN ANALYSIS OF THE STATISTICAL RELIABILITY AND UTILITY OF USING THE SCORE.** Client agrees that it will not use any Score for account management or prescreening.

(ii) Client acknowledges that the Scores and the factors on which the Scores are based are proprietary to the providers of the Scores, and Client agrees to hold all Scores received from CREDSTAR pursuant to this Agreement in strict confidence and not to disclose any Score to the consumer or to any third party, except for disclosure to the subject of the Score where Client has taken "adverse action" against such subject based in whole or part on the Score or the Basic Report with which the Score was delivered or as otherwise required under applicable law. For purposes of this Agreement, "adverse action" has the meaning assigned to such term under Regulation B (12 CFR Section 202 et seq.) ("Regulation B") promulgated under the federal Equal Credit Opportunity Act, 15 use, Section 1691 et seq. ("ECOA").

(iii) Client understands that the providers of the Scores impose specific requirements for Client to use their Scores (as set forth in Exhibit A, attached hereto and incorporated by reference), and Client agrees to comply with such requirements as in effect from time to time as a condition to ordering such Scores. In the event of a direct conflict between the terms of any specific requirements of a Score provider and the general provisions of Section 7 of this Agreement or any other provision of the Agreement, the specific requirements of the Score provider shall govern, but only with respect to the provision that is in conflict. In the event that any Score provider adds or otherwise modifies its requirements for Client's use of its Score, Client agrees that such terms will automatically be incorporated into this Agreement and become part hereof, and that by ordering any such Score or Scores hereunder, Client agrees that such requirements will be binding on Client. The terms of this Agreement shall be applicable to all Scores Client orders hereunder, except for terms that are in direct conflict with the requirements of the Score provider, in which case, such requirements shall govern as provided above. From time to time, CREDSTAR may make additional credit risk scores available to Client. In such case, each such additional score Client decides to purchase will be a "Score" for all purposes of this Agreement, and Client's use of such Score and related obligations will be governed by the applicable provisions of this Agreement and any additional terms and requirements imposed by CREDSTAR and/or the provider of the Score.

8. in the event that CREDSTAR provides its software to Client in connection with this Agreement ("Software Product"), Client agrees to be bound by the terms under which the Software Product is provided to Client, whether contained in a shrink-wrap agreement, click-wrap agreement, or otherwise (each, a "Software Product Agreement"). In addition to, and not in lieu of, the specific terms of the applicable Software Product Agreement, Client agrees that THE SOFTWARE PRODUCT IS PROVIDED TO CLIENT "AS-IS," WITHOUT ANY WARRANTY OF ANY NATURE. CREDSTAR DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF SALABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT CLIENT WILL BE ABLE TO ACCESS INFORMATION SERVICES THROUGH IT ON AN UNINTERRUPTED BASIS OR FREE FROM COMPUTER VIRUSES OR SIMILAR DEVICES THAT MAY CAUSE LOSS OF INFORMATION OR DISABLE CLIENT'S COMPUTER SOFTWARE OR EQUIPMENT (COLLECTIVELY, "DISABLING DEVICES."). **CLIENT ASSUMES ALL RISK AS TO THE SUITABILITY, QUALITY, PERFORMANCE, AND RESULTS OF THE SOFTWARE PRODUCT.**

9. The Information Services, including Credit Reports, are provided "AS-IS," **CREDSTAR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF SALABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE, WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION SERVICE, THAT IT WILL MEET CLIENT'S NEEDS, OR THAT IT WILL BE PROVIDED ON AN UNINTERRUPTED BASIS OR FREE FROM DISABLING DEVICES, AND CREDSTAR EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. ALL REPRESENTATIONS AND WARRANTIES REGARDING ANY SCORE, IF ANY, ARE MADE SOLELY BY THE PROVIDERS OF THE SCORE, AND CLIENT RELEASES CREDSTAR FROM ALL LIABILITIES AND CLAIMS IN CONNECTION WITH RESPECT TO ALL SCORES.**

10. At Client's request, CREDSTAR will accept orders for Information Services transmitted to either CREDSTAR's website on the Internet or CREDSTAR's web servers via the Internet. CREDSTAR will transmit Information Services ordered through either such website or servers in such manner that they are accessible only pursuant to the subscriber number and password assigned to Client by CREDSTAR, CREDSTAR has provided a copy of CREDSTAR's Internet security requirements as currently in effect to Client, and Client agrees that CREDSTAR may change such requirements from time to time effective upon written notice, including by posting such changes at CREDSTAR's website. **Client agrees to monitor such website periodically to obtain notice of such changes and to comply with CREDSTAR's Internet security requirements as in effect from time to time, which is part of this Agreement with respect to all accesses of Information Services through the CREDSTAR website or any CREDSTAR server.** Client agrees that each time it places an order for an Information Service via the Internet, Client is, and will continue to be, in compliance with these requirements. **CLIENT AGREES THAT NOTHING IN THIS SECTION 10 PERMITS CLIENT TO TRANSMIT INFORMATION SERVICES (OR ANY INFORMATION THEREIN) THROUGH THE INTERNET, AND CLIENT AGREES THAT IT WILL NOT DO SO WITHOUT SPECIFIC WRITTEN PERMISSION FROM CREDSTAR.** *Client agrees that CREDSTAR may immediately upon notice to Client suspend or terminate orders and deliveries of Information Services via CREDSTAR*

Account Number: _____

website and/or servers if Client is in breach of any requirement under this Agreement or if CREDSTAR otherwise determines such action is advisable. CREDSTAR DOES NOT WARRANT THAT INFORMATION SERVICES WILL BE PROVIDED THROUGH THE INTERNET UNINTERRUPTED OR FREE FROM DISABLING DEVICES, AND IN NO EVENT WILL CREDSTAR HAVE ANY LIABILITY FOR EVENTS OR CAUSES BEYOND ITS REASONABLE CONTROL.

11. In no event will CREDSTAR, any score provider, or any other provider of information used by CREDSTAR in preparing Information Services, any of their respective affiliates, or any of their respective officers, directors, employees, or agents, have any liability to Client for any special, incidental, or consequential damages, including, without limitation, lost profits, business interruption, transmission of Disabling Devices, loss or corruption, of data, and the like, arising out of any transactions in connection with this Agreement, including, without limitation In connection with any Information Service or Client's use or inability to use any Software Product, whether Incurred as a result of negligence or otherwise, even if such persons or any of them have been advised of the possibility of such damages. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT SUCH LIMITATIONS MAY NOT APPLY TO CLIENT. The maximum liability of CREDSTAR in connection with an Information Service will not exceed an amount equal to the price paid by Client for such Information Service. **If Client is dissatisfied with any Software Product, Client's sole and exclusive remedy is to discontinue use of the Software Product.**

12. Client agrees that upon reasonable notice, CREDSTAR may (but has no obligation to), directly or through a third party, audit Client's procedures related to this Agreement (including, without limitation, your network, security systems, facilities, practices, and procedures) in order to confirm that they adequately protect against the improper use of Information Services and that Client is in compliance with CREDSTAR's Internet security requirements then in effect and all of the other requirements under this Agreement. You agree to fully cooperate in connection with such audits and to make all changes requested by CREDSTAR required to assure against unauthorized access of Information Services and for Client to comply with the other requirements of this Agreement.

13. Client agrees to pay in full according to CREDSTAR's fee schedule as in effect from time to time. Fees may be changed, effective upon written notice. An account is delinquent if the Client has not paid CREDSTAR's invoice to Client in full within 30 days after the date of the invoice. CREDSTAR will impose a late charge of 1.5 percent per month on any delinquent account until paid in full and/or suspend providing Information Services hereunder until all delinquent amounts owed have been paid in full. Client agrees to pay all attorney fees and collection costs incurred by CREDSTAR in collecting any delinquent account, whether or not litigation is instituted. In the event of any litigation or other action involving this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs including at trial, on any appeal, and/or in a bankruptcy or similar proceeding, in addition to any other recovery to which it is entitled.

14. Client agrees to indemnify, defend, and hold harmless, CREDSTAR, all Score providers, and all other providers of information used in Information Services provided to Client hereunder, their respective affiliates, and the respective officers, directors, employees, agents, and suppliers and other third party contractors of all such persons from and against any and all actions, lawsuits, investigations, proceedings, costs, expenses (including, without limitation, attorney fees and court costs), and other claims or damages arising out of or in connection with any use or disclosure by Client or Client's employees, agents, or contractors of any Information Service (or any information therein or provided in connection therewith), any breach by Client of any of its obligations, representations, or warranties under this Agreement, Client's use of the Software Product contrary to any requirement under the applicable Software Product Agreement or under applicable law, and any claim by the subject of an Information Service or other person based on Client's order or use of any Information Service.

15. EITHER PARTY MAY TERMINATE THIS AGREEMENT WITHOUT CAUSE OR PENALTY OR (EXCEPT FOR THE SURVIVING OBLIGATIONS DEFINED IN SECTION 17) FURTHER LIABILITY, EFFECTIVE UPON FIVE (5) BUSINESS DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY. In addition, CREDSTAR may suspend providing Information Services to Client without notice if CREDSTAR believes that Client has breached any of its obligations hereunder until the breach has been fully cured to CREDSTAR's satisfaction and CREDSTAR has received satisfactory assurances that such breach will not reoccur and Client will fully perform its obligations under this Agreement.

16. Client's failure to pay CREDSTAR any delinquent amounts in full within five (5) business days after written notice from CREDSTAR to Client will constitute a Client default and material breach of this Agreement, whereupon this Agreement will automatically and irrevocably terminate without further notice to Client or liability to CREDSTAR.

17. If CREDSTAR terminates this Agreement under either Section 15 or Section 16 of this Agreement, CREDSTAR's termination of this Agreement will not: (a) release or otherwise affect Client's obligation to pay CREDSTAR in full for any fees per CREDSTAR's fee schedule, late charges, attorney fees and collection costs incurred to and including the date of termination; (b) terminate or otherwise affect the disclaimers and limitations of liability contained in this Agreement, which will survive CREDSTAR's termination of this Agreement; and/or (c) waive or otherwise affect Client's obligation to indemnify and defend under Section 14 of this Agreement, which will survive CREDSTAR's termination of this Agreement.

18. This Agreement, constitutes the entire agreement of the parties with respect to its subject matter, and supersedes any contemporaneous or prior written or verbal agreements or other communications regarding such subject matter. No change may be made to this Agreement except by in writing executed by Client and the Compliance Officer or other authorized officer of CREDSTAR. This Agreement shall be interpreted in accordance with the laws of the state of California, without reference to its principles of conflict of laws. Client irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in California with respect to all disputes in connection with this Agreement. If any court or other tribunal of competent jurisdiction declares any provision of this Agreement to be illegal or invalid or unenforceable, the legality and validity and enforceability of the remaining parts, terms, or provisions will not be affected thereby and the illegal or invalid or unenforceable part, term, or provision will be deemed not to be a part of, and severable from, the remaining portions of this Agreement.

19. If Client orders CREDSTAR Screening Service, Identity Verification and Fraud Prevention Products, or Tax Return Verification Services ("TRV"), Client acknowledges and agrees to comply with and abide by the additional terms and requirements set forth in Exhibit "F", attached hereto and Incorporated herein by reference.



6350 Laurel Canyon Blvd.
North Hollywood, CA 91606

Account Number: _____

20. Client certifies that it will order Credit Reports solely for one or more of the following purposes-either on its own behalf, or if Client is acting as agent, on behalf of its principal in connection with the following purpose(s) and for no other purpose **(Client must check only those that apply, and, below Client's signature to this Agreement, declare all intended uses of Credit Reports):**

- 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 collection of an account of, the consumer
- b. in connection with underwriting of insurance involving the consumer
- c. 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

21. The person signing below represents and warrants that he or she (1) has the necessary authority to bind the principal(s) set forth below, and (2) is authorized and hereby consents for Client to receive faxes, including, but not limited to fax advertisements, sent by or on behalf of CREDSTAR and its affiliates to the fax number(s) indicated below.

Company Name (please print): _____

Street Address (No P.O. Boxes): _____ Suite: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Intended Use of Credit Reports (identify all uses): _____

Additional locations covered by this Agreement: _____

(List each physical address or attach a separate listing on company letterhead including all licensing for each location)

GUARANTY FOR PAYMENT OF SERVICES (REQUIRED FOR ALL INDIVIDUALS AND COMPANIES; NOT REQUIRED FOR CHARTERED SAVINGS INSTITUTIONS, PUBLICLY-TRADED CORPORATIONS, OR PRIVATELY-HELD COMPANIES WITH ADEQUATE, VERIFIABLE CAPITALIZATION)

The undersigned ("Guarantor") makes this continuing guaranty (this "Guaranty") for the benefit of CREDSTAR, a business unit of Fiserv Solutions, Inc. ("CREDSTAR"), and its successors and assigns, in consideration of CREDSTAR's agreement with Client named and signing the AFS between CREDSTAR and the Client to extend credit to Client for the purpose of purchasing credit reports and other products and services in accordance with the AFS. Guarantor represents that by reason of his or her ownership or other significant interest in Client, he or she will obtain significant benefits from the extension of credit to Client by CREDSTAR under the AFS, and recognizing that CREDSTAR would not extend such credit to Client absent this Guaranty, the Guarantor hereby personally guarantees and promises to pay to CREDSTAR when due all indebtedness to CREDSTAR that Client has incurred, does now incur, or hereafter incurs for products and services under the AFS as in effect from time to time (including under all exhibits and addendums to such agreement), and such indebtedness includes, without limitation, all fees, late charges, collection expenses, and attorney fees, whether at trial, appeal, and/or any bankruptcy proceeding (together, "Guaranteed Obligations"). For purposes of this Guaranty, the term "bankruptcy proceeding" includes all actions and proceedings under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute, whether now existing or later enacted, and all similar proceedings. The liability of the Guarantor under this Guaranty shall continue until payment of all Guaranteed Obligations and all other amounts owed by Guarantor under this Guaranty have been paid in full. This Guaranty is one of payment due and not of collection, and is unconditional, and the obligations of Guarantor under this Guaranty are absolute and irrevocable and are primary not secondary. Words of "guarantee" contained herein in no way diminish or impair the absolute liability hereby created. CREDSTAR may, at its option, proceed in the first instance against the Guarantor to collect the Guaranteed Obligations without first proceeding against Client, and Guarantor waives all rights, by statute or otherwise, to require CREDSTAR to institute suit against Client or to exercise diligence in enforcing the AFS against Client or this Guaranty against the Guarantor.

To the maximum extent permitted under applicable law, Guarantor hereby waives: (a) acceptance of this Guaranty, (b) demand, notice of dishonor, presentment for payment, protest and notice of protest, and of non-performance on any or all Guaranteed Obligations, and (c) all surety and other defenses legally available to Guarantor (including, without limitation, subrogation, cross-claim, counterclaim, reimbursement, subordination, setoff, exoneration, statute of limitations, changes to or assignment of the AFS or the Guaranteed Obligations). Guarantor agrees to: (i) all extensions, modifications, and changes to, and renewals of, the Agreement for Service (and all exhibits and addendums thereto), (ii) all extensions, accelerations, and other changes in the time for, or the amount of, any payment provided in the AFS and any other terms or provisions thereof, and (iii) termination of the AFS by either party thereto, and Guarantor further agrees that none of the foregoing shall affect any of Guarantor's obligations under this Guaranty.



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Account Number: _____

This Guaranty shall remain in full force and effect notwithstanding any action taken or suffered by Client under any bankruptcy proceeding, or the disaffirmation of the AFS in any action under any such proceeding or otherwise. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, administrators, personal and legal representatives and successors and assigns and shall inure to the benefit of CREDSTAR and its successors and assigns. CREDSTAR may, without notice, assign this Guaranty, the Agreement for Service, or any amounts or payments hereunder or thereunder, in whole or part.

In the event of non-payment amount owed by Guarantor under this Guaranty, Guarantor personally agrees to pay all of CREDSTAR's collection costs, whether or not litigation is instituted, including, without limitation, CREDSTAR's reasonable attorney's fees and costs of suit (whether at trial, on appeal, and/or in any bankruptcy proceeding), and all other collection costs. In the event that Guarantor fails to pay any amount owed under this Guaranty when due, the unpaid amount will bear interest at the rate of the lesser of 1.5% per month and the maximum amount permitted under applicable law, until paid in full. This Guaranty shall be interpreted in accordance with the laws of the state of California, without reference to its principles of conflict of laws. Guarantor irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in Los Angeles County, California, with respect to all disputes in connection with this Guaranty. **Guarantor authorizes Guarantor's creditors and references to release to all information concerning Guarantor that CREDSTAR deems pertinent including without limitation data on Guarantor's current and previous credit history and Guarantor authorizes and instructs CREDSTAR to obtain one or more credit reports on Guarantor from time to time to the extent CREDSTAR deems appropriate.**

Name: _____ Title : _____ SSN: _____

Home Address (No P.O. Boxes): _____ City: _____ State: _____ Zip: _____

Home Address (No P.O. Boxes): _____ City: _____ State: _____ Zip: _____
(If at above address for less than 2 years)

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

EXHIBIT A**SCORE SERVICES AND WARRANTY**

1. Experian/Fair, Isaac Advanced Risk Scorer(s). If Client orders any Experian/Fair, Isaac Advanced Risk Score(s) ("Advanced Risk Score(s)"), Client acknowledges and agrees to the following: (i) the Advanced Score(s) are applications of a risk model developed by Experian Information Solutions, Inc. ("Experian") and Fair, Isaac (collectively, "Experian/Fair, Isaac"), which employs a proprietary algorithm and which, when applied to credit information relating to individuals with whom Client has a credit relationship or with whom Client contemplates entering into a credit relationship, will result in a numerical score; the purpose of the model being to rank said individuals in order of the risk of unsatisfactory payment, (ii) Client releases Fair, Isaac and Experian and their respective officers, directors, employees, agents, sister or affiliated companies, and any third party contractors of Fair, Isaac or Experian, from liability for any damages, losses, costs, or expenses, whether direct or indirect, suffered or incurred by Client resulting from any failure of any Advanced Risk Score(s) to accurately predict that a United States consumer will repay its existing or future obligations satisfactorily, (iii) Experian/Fair, Isaac warrant that Advanced Risk Score(s) are empirically derived and statistically sound predictors of consumer credit risk on the data from which they were developed when applied to the population for which they were developed, and Experian/Fair, Isaac further warrant that so long as it provides the Advanced Risk Score(s), the Advanced Risk Score(s) will not contain or use any prohibited basis as defined by the ECOA and Regulation B, (iv) Client agrees that THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN/FAIR, ISAAC HAVE GIVEN WITH RESPECT TO THE ADVANCED RISK SCORE(S), AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXPERIAN/FAIR, ISAAC MIGHT HAVE GIVEN WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (v) Client agrees that its rights with respect to the warranty in the preceding clause (iv) are expressly conditioned upon Client's periodic revalidation of the Advanced Risk Score(s) in compliance with the requirements of Regulation B, as it may be amended from time to time, (vi) Experian/Fair, Isaac will indemnify, defend, and hold Client harmless from and against all liabilities, damages, losses, claims, costs, and expenses (including attorneys' fees) arising out of or resulting from any nonperformance by Experian/Fair, Isaac of any obligations to be performed by Experian/Fair, with respect to the Advanced Score(s), provided that Client has given Experian/Fair, Isaac prompt notice of, and the opportunity and authority (but not the duty) to defend or settle any such claim, (vii) Client agrees that UNDER NO CIRCUMSTANCES WILL EXPERIAN OR FAIR, ISAAC HAVE ANY OBLIGATION OR LIABILITY TO CLIENT FOR ANY INCIDENTAL, DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY CLIENT. REGARDLESS OF HOW SUCH DAMAGES ARISE AND WHETHER OR NOT EXPERIAN OR FAIR, ISAAC WAS ADVISED THAT SUCH DAMAGES MIGHT ARISE, (viii) Client agrees that THE MAXIMUM COMBINED LIABILITY OF EXPERIAN AND FAIR, ISAAC IN CONNECTION WITH ANY ADVANCED RISK SCORE(S) WILL NOT EXCEED THE FEES RECEIVED FROM CLIENT FOR THE ADVANCED RISK SCORE(S) DURING THE PRIOR 12 MONTHS, (ix) Client certifies that it has a permissible purpose under the FCRA and other applicable laws for obtaining the Advanced Risk Score(s), (x) Client certifies that any use by Client of the Advanced Risk Score(s) for purposes of evaluating the credit risk associated with applicants, prospects, or existing customers will be in a manner consistent with the provisions of applicable law, including, without limitation, the ECOA, Regulation B, and the Fair Credit Reporting Act, (xi) Client certifies that it will not use the Advance Risk Score(s) for any adverse action unless adverse action reason codes have been delivered to Client along with the Advanced Risk Score(s), (xii) Client acknowledges that the Advanced Risk Score(s) and all associated intellectual property rights in its output are the property of Fair, Isaac and that Client will not provide the Advanced Risk Score(s) to any other party without Fair, Isaac's and Experian's prior written consent, except (a) to credit applicants in connection with approval/disapproval decisions in the context of a bona fide credit extension transaction when accompanied with Client's corresponding score reason codes, or (b) as clearly required by law, (xiii) Client certifies that it will not publicly disseminate any results of the validations or other reports derived from any Advanced Risk Score(s) without Fair, Isaac's and Experian's express written permission, (xiv) Client agrees that before delivering or directing Experian/Fair, Isaac or CREDSTAR to deliver Advanced Risk Score(s) to any third party (including any third party agent acting on behalf of Client for the purpose of receiving Advanced Risk Score(s) for the sole benefit of Client ("Third Party Processor")), Client will enter into a contract with such third party that (a) limits the use of the Advanced Risk Score(s) by the third party only to the use permitted to Client, and (b) identifies Experian and Fair, Isaac as the express third party beneficiary of such contract, (xv) Experian/Fair, Isaac will have the right to audit the use of the Advanced Risk Score(s) by Client and any Third Party Processor, and Client will cooperate, and will cause any Third Party Processor to cooperate, fully with Experian/Fair, Isaac in connection with such audits and Client will cause any Third Party Processor to provide, Experian/Fair, Isaac with access to such properties, records, and personnel of such parties as may be required for such purpose, and (xvi) Client agrees that Experian and Fair Isaac is each an express third party beneficiary of the foregoing provisions and each is entitled to directly enforce Client's obligations under such provisions as if a direct party to this Agreement.

2. BEACON™ and/or Pinnacle™ Scores. If Client orders BEACON and/or Pinnacle Scores, Client acknowledges the following: these Scores consist of point-scorable prediction algorithms developed by The Fair, Isaac Companies ("Fair, Isaac"). Each is based on the computerized consumer credit information in the Equifax Information Services LLC ("EQUIFAX") automated consumer reporting system. Beacon is designed to predict the risk of an individual not paying accounts as agreed. Pinnacle is designed to provide an estimated rank ordering relative to other consumers in the EQUIFAX automated consumer reporting system of the likelihood that consumers will repay, as agreed, their existing and future credit obligations. BEACON and/or Pinnacle Scores will be applied to those inquires as Client may request. Pursuant to such inquiry and request for BEACON and/or Pinnacle information, CREDSTAR will, as available, provide Client with the BEACON and/or Pinnacle Score, up to four of the principal factors contributing to such Score or Scores, and the Basic Report.

3. Delphi, Empirica, and/or Horizon Scores. If Client orders Delphi, Empirica, and/or Horizon Scores, Client acknowledges that these Scores are provided by Trans Union LLC and Fair, Isaac, and Client agrees to be bound by any specific requirements that such providers may impose from time to time.

4. Precision Credit Risk Score Services. If Client orders Precision Credit Risk Score Services, Client acknowledges and agrees to the following: (i) the Precision Credit Risk Score Service is jointly offered by Trans Union and Fair, Isaac which evaluates certain information in the credit reports of individual consumers from Trans Union's data base ("Precision") and provides a score which rank orders consumers with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring (the "Precision Score"), (ii) Client, from time to time, may desire to obtain Precision Scores from Trans Union via an on-line mode in connection with consumer credit reports, (iii) Client certifies that it will request Precision Scores only for the permissible purpose(s) certified in the Agreement. and will use the Precision Scores obtained for no other purpose, (iv) Client agrees that it shall use each Precision Score only for a one-time use only and only in accordance with its permissible purpose under the FCRA, (v) Client recognizes that factors other than the Precision Score may be considered in making a credit decision. Such other factors include, but are not limited to, the credit report, the individual account history, and economic factors, (vi) Trans Union and Fair, Isaac shall be deemed third party

Account Number: _____

beneficiaries of the provisions set forth in this Section 4 of this Exhibit C as if a direct party to this Agreement, (vii) Up to four score reason codes, or if applicable, exclusion reasons, are provided to Client with Precision Scores. These score reasons codes are designed to indicate the reasons why the individual did not have a higher Precision Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the ECOA and its implementing Regulation ("Reg. B"). However, the Precision Score itself is proprietary to Fair, Isaac, may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants or any other third party, except: (1) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (2) as clearly required by law. Client will not publicly disseminate any results of the validations or other reports derived from the Precision Scores without Fair, Isaac and Trans Union's prior written consent, (viii) In the event Client intends to provide Precision Scores to any agent, Client may do so provided, however, that Client first enters into a written agreement with such agent that is consistent with Client's obligations under this Agreement; moreover, such agreement between Client and such agent shall contain the following obligations and acknowledgments of the agent: (1) Such agent shall utilize the Precision Scores for the sole benefit of Client and shall not utilize the Precision Scores for any other purpose including for such agent's own purposes or benefit; (2) That the Precision Score is proprietary to Fair, Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union and Fair, Isaac's prior written consent except (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (b) as clearly required by law; (3) Such Agent shall not use the Precision Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) Such agent shall not resell the Precision Scores; and (5) Such agent shall not use the Precision Scores to create or maintain a database for itself or otherwise. (ix) Client acknowledges that the Precision Scores provided under this Agreement which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file, (x) Client shall be responsible for compliance with all applicable federal or state legislation, regulations and judicial actions, as now or as may become effective including, but not limited to, the FCRA, the ECOA, and Reg. B, to which it is subject, (xi) The information including, without limitation, the consumer credit data, used in providing Precision Scores under this Agreement were obtained from sources considered to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall Trans Union, Fair, Isaac, CREDSTAR nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Client for any claim, injury or damage suffered directly or indirectly by Client as a result of the inaccuracy or incompleteness of such information used in providing Precision Scores under this Agreement and/or as a result of Client's use of Precision Scores and/or any other information or serviced provided under this Section 4 of Exhibit C, (xii) Fair, Isaac, the developer of Precision, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the Precision Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by Precision uses a "prohibited basis" as that term is defined in the ECOA and Regulation B promulgated thereunder. Precision provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the Precision Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring relative to other individuals in Trans Union's database. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based, (xiii) THE WARRANTIES SET FORTH IN SUB-SECTION (XII) ABOVE ARE THE SOLE WARRANTIES MADE UNDER THIS SECTION 4 CONCERNING THE PRECISION SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS SECTION 4; AND NEITHER FAIR, ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS SECTION 4. THE WARRANTIES AND REMEDIES SET FORTH IN SUB-SECTION (XII) ABOVE ARE IN LIEU OF ALL OTHERS, WHETHER WRITTEN OR VERBAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, 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, (xiv) IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTIES AND ARISING OUT OF THE PERFORMANCE OF THIS SECTION 4, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, (xv) THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO CLIENT, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SUB-SECTION (XIV), APPLY TO DAMAGES INCURRED BY TRANS UNION AND/OR FAIR, ISAAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM CLIENT'S BREACH, DIRECTLY OR THROUGH CLIENT'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS SECTION 4, (xvi) ADDITIONALLY, NEITHER TRANS UNION NOR FAIR, ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 4 BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR, ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS SECTION 4, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS SECTION 4, BY CLIENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS, (xvii) CLIENT AGREES THAT (1) ALL REPRESENTATIONS, WARRANTIES, RIGHTS, AND REMEDIES REGARDING THE PRECISION SCORE, IF ANY, COME EXCLUSIVELY FROM TRANS UNION AND FAIR ISAAC, (2) CREDSTAR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRECISION SCORE, WHETHER WRITTEN OR VERBAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE), AND (3) THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Accordingly, neither CREDSTAR nor its affiliates, nor any of their officers, employees, independent contractors or agents shall have any liability to Client in connection with the Precision Score even if specifically advised of the possibility of such damages, and Client unconditionally releases all of such persons from all liability whatsoever, whether known or unknown, fixed or contingent, direct or indirect, of whatever nature in connection with the Precision Score, and agrees to look solely to Trans Union and/or Fair Isaac, for any and all rights and remedies it may have, and all damages, losses, costs, or expenses it may incur in connection with the Precision Score.



6350 Laurel Canyon Blvd.
North Hollywood, CA 91606

Account Number: _____

Bankruptcy Navigator Index 3.0™. If Client orders Bankruptcy Navigator Index 3.0, Client acknowledges the following: Bankruptcy Navigator Index 3.0 is a credit scoring service that ranks-orders and segments accounts according to the likelihood of bankruptcy over a 24-month period, based on information in the Equifax Information Services, LLC, ('Equifax') consumer credit database. The scores returned by the Bankruptcy Navigator Index 3.0 service only represent a prediction of bankruptcy filing relative to other individuals in the Equifax credit database and are not intended to characterize any individual as to credit risk or credit capacity. Client certifies that it will order this Service only when client intends to use the information for the permissible purpose set forth in Section 604(a) of the Fair Credit Reporting Act. Client will not order the Service for employment purposes.

EXHIBIT B

PRICING ADDENDUMS Pricing Addendum – Mortgage Lenders

New Client Add on Product Change in Price

Company Name: _____

Prequalifying Credit Report 1 Bureau	Individual \$	Joint \$
Prequalifying Credit Report 2 Bureau	Individual \$	Joint \$
Prequalifying Credit Report 3 Bureau	Individual \$	Joint \$
<i>Prices above due not include regulatory recovery fees or state surcharges</i>		
Prequalifying Credit Report 3 Bureau pulled through Freddie Mac LoanProspector (billed to Client directly by Freddie Mac; includes FACTA)	Individual \$ 11.33	Joint: \$14.66
Other Scores: Experian \$ Trans Union \$ Equifax \$ Vantage Score: \$ (Specify): _____		
Business Credit Report \$	International Credit Report \$	
Residential Mortgage Credit Report \$	Non-traditional Credit Report: \$	
Tradeline Update Fees: Automated \$ Manual (fax, mail, telephone) \$		
Rapid Resolve \$	<i>*Addendum(s) required. See Sales</i>	
CASA AVM \$		
Value Star \$	ValuScore2: \$	

CreditXpert Products (prices 30-days per borrower, per bureau)			
Detective \$	What If \$	Essentials \$	Assure: \$

Flood* <i>*Addendum(s) may be required. See Sales</i>			
<input type="checkbox"/> Stewart <input type="checkbox"/> LSI <input type="checkbox"/> Factual <input type="checkbox"/> Cascading flood service			FDIC Number:
Basic (auto) \$	Life of Loan (auto) \$	Manual (life of loan) \$	Life of Relationship \$

Reissue Fees* <i>*Addendum(s) may be required. See Sales</i>			
Fannie Mae: \$		Freddie Mac \$1.00 AssetWise Direct: \$ General Reissues: \$	
Secondary use fees: Equifax \$		Experian \$ Trans Union \$	
Global Reissue Fees to Other AU: \$			

Fraud Products and Other Services			
<input type="checkbox"/> SafeScan \$	<input type="checkbox"/> FraudShield \$	<input type="checkbox"/> High Risk Fraud Alert \$	
<input type="checkbox"/> IdentIFI MCR \$	<input type="checkbox"/> IdentIFI+ \$		
<input type="checkbox"/> FACTA letter mailing \$	<input type="checkbox"/> TRV 4506 X-script \$	<input type="checkbox"/> TRV Std Report \$	

There will be no charge for Prequalifying Credit Reports that are converted to RMCR's within 30 days and contains no error in the name, addresses and social security number. Prices are subject to change with a 30-day notice. All applicable state surcharges, sales, regulatory fees or use taxes are additional and will be the responsibility of the client.

There will be a \$75.00 Inspection fee required for all new clients, including all branch additions.

As Owner, Partner, Principal or Officer of the Client, I hereby give my consent to Fiserv Solutions, Inc., DBA CredStar to obtain and review my personal credit profile from time to time as permitted by law. In consideration of CredStar extending credit at my request to the company named above (the client), I personally and unconditionally guarantee all present and future debts to CredStar. I understand prices are subject to change with 30-days prior notice to the client.

Name / Title _____

Home Address : _____ City : _____ State : _____ Zip code : _____

Home Phone: _____ Social Security Number : _____

Signature: _____ Date : _____

EXHIBIT C CLIENT AFFILIATES AND BRANCHES

(Note: Client maintains control and financial responsibility of affiliate or branch)

Each Client Affiliate must be listed below in order to receive services under this Agreement. New Affiliates may be added with written notice to CREDSTAR. All Affiliates listed must currently and at all times during the term of this Agreement be controlled by or under common control with Client, as defined in Section 1 of the Agreement.

Corporate Company Name: _____

Existing Corporate Account # : _____

Client Affiliate Company Name: _____

Street Address (no P.O. Boxes): _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Type of Affiliation: _____

=====

Client Affiliate Company Name: _____

Street Address (no P.O. Boxes): _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Type of Affiliation: _____

=====

Client Affiliate Company Name: _____

Street Address (no P.O. Boxes): _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Type of Affiliation: _____

EXHIBIT D CLIENT AGENT ADDENDUM

(Note: Net branch or agent assumes control and financial responsibility)
(If Client is obtaining Information Services as agent, Client must complete and sign this Exhibit)

1. Client certifies that, as its agent, it will order and use Information Services solely on behalf of Client's principal specified below:

Name of Principal (Company Name): _____

Street Address (No P.O. Boxes): _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Principal's Acct #: _____

CREDSTAR will permit Client to use Information Services as agent of Client's principal only if Client's principal has an Agreement for Service with CREDSTAR, and Client's principal confirms in writing that Client is authorized to order the Information Services under this Agreement on principal's behalf, as its agent for legally permissible uses. Client's right to order Information Services under this Agreement terminates automatically if Client's principal's Agreement For Service terminates for any reason or Client's principal terminates Client's authority to order and use Information Services. If Client's principal notifies CREDSTAR that Client may no longer order a particular Information Service on its behalf, Client's right to order that product or service will automatically terminate. Client agrees to notify CREDSTAR in writing immediately if Client's authority to act as agent for Client's principal in connection with the Information Services is terminated, limited, restricted, or otherwise modified in any material respect. **Client must sign the Guaranty of Payment below.**

Name of Client (Company Name): _____

By (Agent): _____ Title: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Print Name: _____

GUARANTY OF PAYMENT

The undersigned ("Guarantor") makes this continuing guaranty (this "Guaranty") for the benefit of CredStar, a business unit of Fiserv Solutions, Inc., ("CREDSTAR"), and its successors and assigns, in consideration of CREDSTAR's agreement with the Client named and signing this Exhibit E above ("Client") under Agreement for Service between CREDSTAR and the Client (the "Agreement for Service") to extend credit to the Client for the purpose of purchasing credit reports and other products and services in accordance with the Agreement for Service. Guarantor represents that by reason of his or her ownership or other significant interest in the Client, he or she will obtain significant benefits from the extension of credit to the Client by CREDSTAR under the Agreement for Service, and recognizing that CREDSTAR would not extend such credit to the Client absent this Guaranty, the Guarantor hereby personally guarantees and promises to pay to CREDSTAR when due all indebtedness to CREDSTAR that the Client has incurred, does now incur or hereafter incurs for products and services and otherwise under the Agreement for Service as in effect from time to time (including under all exhibits and addendums to such agreement), and such indebtedness includes, without limitation, all fees, late charges, collection expenses, and attorney fees, whether at trial, appeal, and/or any bankruptcy proceeding (together, "Guaranteed Obligations"). For purposes of this Guaranty, the term "bankruptcy proceeding" includes all actions and proceedings under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute, whether now existing or later enacted, and all similar proceedings. The liability of the Guarantor under this Guaranty shall continue until payment of all Guaranteed Obligations and all other amounts owed by Guarantor under this Guaranty have been paid in full. This Guaranty is one of payment due and not of collection, and is unconditional, and the obligations of Guarantor under this Guaranty are absolute and irrevocable and are primary not secondary. Words of "guarantee" contained herein in no way diminish or impair the absolute liability hereby created. CREDSTAR may, at its option, proceed in the first instance against the Guarantor to collect the Guaranteed Obligations without first proceeding against the Client, and Guarantor waives all rights, by statute or otherwise, to require CREDSTAR to institute suit against the Client or to exercise diligence in enforcing the Agreement for Service against the Client or this Guaranty against the Guarantor.



6350 Laurel Canyon Blvd.
North Hollywood, CA 91606

Account Number: _____

To the maximum extent permitted under applicable law, Guarantor hereby waives: (a) acceptance of this Guaranty, (b) demand, notice of dishonor, presentment for payment, protest and notice of protest, and of non-performance on any or all Guaranteed Obligations, and (c) all surety and other defenses legally available to Guarantor (including, without limitation, subrogation, cross-claim, counterclaim, reimbursement, subordination, setoff, exoneration, statute of limitations, changes to or assignment of the Agreement for Service or the Guaranteed Obligations). Guarantor agrees to: (i) all extensions, modifications, and changes to, and renewals of, the Agreement for Service (and all exhibits and addendums thereto), (ii) all extensions, accelerations, and other changes in the time for, or the amount of, any payment provided in the Agreement for Service and any other terms or provisions thereof, and (iii) termination of the Agreement by Service by either party thereto, and Guarantor further agrees that none of the foregoing shall affect any of Guarantor's obligations under this Guaranty.

This Guaranty shall remain in full force and effect notwithstanding any action taken or suffered by Client under any bankruptcy proceeding, or the disaffirmation of the Agreement for Service in any action under any such proceeding or otherwise. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, administrators, personal and legal representatives and successors and assigns and shall inure to the benefit of CREDSTAR and its successors and assigns. CREDSTAR may, without notice, assign this Guaranty, the Agreement for Service, or any amounts or payments hereunder or thereunder, in whole or part.

In the event of non-payment amount owed by Guarantor under this Guaranty, Guarantor personally agrees to pay all of CREDSTAR's collection costs, whether or not litigation is instituted, including, without limitation, CREDSTAR's reasonable attorney's fees and costs of suit (whether at trial, on appeal, and/or in any bankruptcy proceeding), and all other collection costs. In the event that Guarantor fails to pay any amount owed under this Guaranty when due, the unpaid amount will bear interest at the rate of the lesser of 1.5% per month and the maximum amount permitted under applicable law, until paid in full. This Guaranty shall be interpreted in accordance with the laws of the state of California, without reference to its principles of conflict of laws. Guarantor irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in Los Angeles County, California, with respect to all disputes in connection with this Guaranty. **Guarantor authorizes Guarantor's creditors and references to release to all information concern in Guarantor that CREDSTAR deems pertinent including without limitation data on Guarantor's current and previous credit history and Guarantor authorizes and instructs CREDSTAR to obtain one or more credit reports on Guarantor from time to time to the extent CREDSTAR deems appropriate.**

Name: _____ Title : _____ SSN: _____

Home Address (No P.O. Boxes): _____ City: _____ State: _____ Zip: _____

Home Address (No P.O. Boxes): _____ City: _____ State: _____ Zip: _____
(If at above address for less than 2 years)

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

EXHIBIT E

**Additional Information Services
And
Internet Security Requirements**

(PLEASE READ)

EXHIBIT E

This Exhibit contains additional Information Services that may be provided under the Agreement and additional terms and requirements that apply to those Information Services. Client and Client Affiliates agree to abide by the additional terms and requirements that apply to those Information Services.

1. OFAC Screening Service

- a. **OFAC Screening Service.** In response to an inquiry by Client for the OFAC Screening Service, CREDSTAR will submit the inquiry to a company ("Match Provider") that matches consumer names to a file that the Match Provider maintains containing limited identifying information of consumers listed by the United States Treasury Department, Office of Foreign Asset Control ("OFAC") of Specially Designated Nationals whose property is blocked, to assist the public in complying with the various sanctions programs administered by OFAC. Based upon the inquiry, the Match Provider will perform a match and CREDSTAR will transmit and return to Client the match results provided by the Match Provider. CREDSTAR does not manage the matching algorithm of the Match Provider for this service.
- b. **Disclaimer of Warranty.** The Match Provider updates its OFAC files periodically. However, neither CREDSTAR nor the Match Provider can or will, for the fees charged for the OFAC Screening Service, be an insurer or guarantor of the accuracy or reliability of neither the OFAC Screening Service nor the data contained in the Match Provider's file. **Client acknowledges that the existence of a match based on very limited identifying information provided by OFAC does not necessarily indicate that the consumer for whom the Client inquired is the same consumer referenced by OFAC.** *The use of the OFAC Screening Service does not attempt to, nor does it satisfy any of Client's legal obligations that may be administered by OCREDSTAR or any other governmental agency. NEITHER CREDSTAR NOR THE MATCH PROVIDER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OFAC SCREENING SERVICE, INCLUDING, FOR EXAMPLE WITHOUT LIMITATION, WARRANTIES OF CURRENTNESS, COMPLETENESS, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.* In no event will CREDSTAR or the Match Provider have any liability in connection with the OFAC Screening Service or any information provided or not provided in connection therewith, for indirect, special, or consequential damages or loss profits, however caused, whether by negligence or otherwise, even if such persons have been advised of the possibility of such damages. The maximum aggregate liability of such persons will not exceed the charge to Client for the inquiry to which such damage relates. In addition, CREDSTAR makes no representation that the Match Provider will provide the matching functions on an uninterrupted basis and CREDSTAR shall have no liability for delay or interruptions caused by the Match Provider to provide such functions on a timely basis.
- c. **Client Warranty.** Client warrants that it will request and use the OFAC Screening Service received from CREDSTAR hereunder solely in connection with transactions involving the consumer as to whom such information is sought, and will not request or use such information for purposes prohibited by law. Without limiting the generality of the foregoing, Client further warrants **that it will not use the OFAC Screening Service or any information therein, in whole or in part, for the purpose of serving as a factor in establishing the subject consumer's eligibility for credit, insurance, employment or any other purpose authorized under section 604 of the Fair Credit Reporting Act, and in no event will use such information, in whole or in part, as a basis for any adverse action against such consumer.** *Client understands that CREDSTAR is providing the OFAC Screening Service to Client in reliance on this warranty.*
- d. **Compliance.** "Customer Identification Program ("CIP") means a risk based program that includes policies, procedures and controls to (i) verify the identity of the person (consumer or entity) seeking to open an account, (ii) maintain records of the information used to verify identity and (iii) consult government lists of known or suspected terrorists or terrorist organizations to confirm that the person is not on any list. Client certifies that it maintains a CIP, which includes, without limitation, a designated Compliance Officer, procedures for resolving whether any person matched in the OFAC Screening Service is in fact subject to regulation by the Department of the Treasury's Office of Foreign Asset Control or another government agency, ongoing employee training, and an independent audit function to test the program. Client agrees to allow CREDSTAR to audit Client's compliance with the obligations of this Addendum governing the use of the OFAC Screening Service. Client will cooperate fully and promptly in the conduct of such audits.

2. CREDSTAR Screening Services

- a. **Screening Services.** CREDSTAR offers three types of Screening Services pursuant to this section. Each type of Screening Service and the databases used in that Screening Service are described in separate documentation that will be provided to Client. These databases contain name and other limited identifying information on individuals and entities (together, "persons") supplied by a government agency or other organization. CREDSTAR may modify the databases used in any Screening Service at any time on prior written notice to Client.
- b. **Inquiries.** Client can order any Screening Service for an inquiry on a person. In response to Client's inquiry, CREDSTAR will check the name of the person against the names and other limited identifying information contained in the databases used in the Screening Service selected by Client for the inquiry. After checking the person against the databases used in the Screening Service chosen by Client, CREDSTAR will inform Client as to whether or not there was a match. **Client acknowledges that the existence of a match based on very limited identifying information contained in a database does not necessarily indicate that the person for whom Client inquired is the same person matched in the database.** *The use of any Screening Service by itself does not satisfy any of Client's legal obligations under any governmental agency regulation or other applicable law, and Client is solely responsible for its own compliance.*
- c. **Disclaimer of Warranties.** For the fees charged, CREDSTAR is not, and cannot be, an insurer or guarantor of the accuracy or reliability of any Screening Service nor the data contained in databases used in any Screening Service. NEITHER CREDSTAR NOR ANY OF ITS DATA PROVIDERS, SUPPLIERS, OR OTHER VENDORS USED IN CONNECTION WITH THE SCREENING SERVICES ("SERVICE VENDORS") MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SCREENING SERVICE, THE QUALITY OF THE INFORMATION CONTAINED IN THE DATABASES USED IN ANY SCREENING SERVICE, OR THE RESULTS OF ANY SCREENING SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF CURRENTNESS, COMPLETENESS, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

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- d. **Limitation of Liabilities.** To the maximum extent permitted under applicable law, in no event will CREDSTAR or any Service Vendor have any liability in connection with any Screening Service or any information provided or not provided to Client in connection therewith for indirect, special, or consequential damages or loss profits, however caused, whether by negligence or otherwise, even if such persons have been advised of the possibility of such damages, and the entire risk of using the Screening Services remains with Client. To the maximum extent permitted under applicable law, the maximum aggregate liability of all such persons in connection with any inquiry for any Screening Service will not exceed the Screening Service Charge paid by Client for the inquiry to which such damage relates. In addition, CREDSTAR makes no representation that any Screening Service will be provided on a timely or uninterrupted basis, and CREDSTAR shall have no liability for delays, interruptions, or failures resulting from any cause if such cause is beyond its reasonable control including, without limitation, equipment failure, transmission failure, or failure of any Service Vendor to perform.
- e. **Restrictions on Use.** Client warrants that it will request and use the Screening Services received solely in connection with transactions involving the persons as to whom such information is sought, and Client will not request or use such information for purposes prohibited by law. Without limiting the generality of the foregoing, Client further warrants **that it will not use any Screening Service or any information therein, in whole or in part, for the purpose of serving as a factor in establishing any individual's eligibility for credit, insurance, employment, or any other purpose authorized under section 604 of the Fair Credit Reporting Act, and in no event will Client use such information, in whole or in part, as a basis for any adverse action against any individual.** Client understands that CREDSTAR is providing the Screening Services to Client in reliance on this warranty. CREDSTAR may audit Client's compliance with its obligations under this section and Client will cooperate fully and promptly in the conduct of such audits.
- f. **Customer Identification Program.** "Customer Identification Program" or "CIP" means a risk-based program that includes policies, procedures, and controls to (i) verify the identity of the person seeking to open an account or engage in another transaction with Client, (ii) maintain records of the information used to verify identity, and (iii) consult government lists of known or suspected terrorists or terrorist organizations to confirm that the person is not on any list, to the extent required under applicable law or regulation. Client certifies that it now maintain, and throughout the term of the Agreement will continue to maintain, a CIP, which includes, without limitation, a designated Compliance Officer, procedures for resolving whether any person matched any Screening Service is in fact subject to regulation by the Department of the Treasury's Office of Foreign Asset Control or another applicable regulatory agency, and ongoing employee training, and an independent audit function to test the program.

3. Identity Verification and Fraud Prevention Products (the "Products")

- a. Client certifies to CREDSTAR that Client has determined that Client's use of the Products is pursuant to an exception under the federal Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq. ("GLB Act"). Additionally, Client certifies to CREDSTAR that Client will order and use one or more of the Products only in connection with the following purpose and for no other purpose: to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability. Client further certifies that it will not use the Products, in whole or in part, (a) for the purpose of selling as a factor in establishing the consumer subject's eligibility for credit, insurance, employment or any other purpose authorized under section 604 of the Fair Credit Reporting Act (15 U.S.C. 1681, et seq.) or (b) as a basis for any adverse action against the consumer subject.
- b. Client agrees that it shall use the Products only for its exclusive use, and to hold the information in strict confidence and not to disclose it to any third parties, except to the extent that disclosure is required by law. The Products will be requested only by the Client's designated and authorized representatives. Employees will be forbidden to attempt to obtain any of the Products on themselves, associates, or any other person except in the exercise of their official duties. Client acknowledges that no credit information shall be supplied in response to an inquiry for any of the Products. Client agrees to comply with all pertinent requirements of the GLB Act and all other applicable state and federal laws in ordering and use of the Products and Client agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance.

OTHER INFORMATION: INTERNET SECURITY REQUIREMENTS

These Internet Security Requirements ("Internet Security Requirements") are made with reference to the Agreement for Service between CREDSTAR and Client. Capitalized terms used, but not otherwise defined, herein are used with the meanings assigned to such terms in the Agreement for Service. Client agrees to comply with the following requirements in connection with ordering and receiving Information Services through the Internet:

1. **General.**
 - a. CREDSTAR will provide Client subscriber codes, security digits, access codes, telephone access numbers and other proprietary information to enable Client to access the Information Services through the Internet (together, "CREDSTAR Access Information"). CREDSTAR reserves the right to change the CREDSTAR Access Information (or any item or items thereof) periodically and/or at any time, effective upon notice to Client.
 - b. For purposes of these Internet Security Requirements, the information in the Information Services and the CREDSTAR Access Information are sometimes referred to, together, as "CREDSTAR Information."
2. **Data Security.**
 - a. All CREDSTAR Information and consumer identifying information must be encrypted as it is delivered through the Internet. 128-bit SSL or higher strength encryption is required.

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- b. All CREDSTAR Information must be protected when stored on servers, subject to at least the following requirements:
 - (i) Servers storing CREDSTAR Information must be separated by a firewall or other comparable method from publicly accessible web-servers;
 - (ii) CREDSTAR Information must not be on a server that can be accessed by TCP services directly from the Internet and must not be referenced in domain name services (DNS) tables;
 - (iii) All security access to these servers, both physical and network, must include authentication and, in the case of network security, passwords that are changed at least once every 90 days; and
 - (iv) All servers must be kept current with all operating system patches, as soon as tested.
- c. CREDSTAR Information may not be shared with, or accessed by any person other than an Authorized Employee (as defined in paragraph e. below). All transmission and/or storage of CREDSTAR Information is subject to all the terms and conditions contained in these Internet Security Requirements.
- d. When displaying any nonpublic information in HTML, no CREDSTAR Information can be stored on the presentation server(s). Client will use the presentation server(s) only to receive the HTTP services. All HTML shall be dynamically created or interpreted by the application server. The presentation server(s) shall only receive the data and process it back and forth to the application server. Data transmitted between Client's browser and the application server must not be cached, in any form, on the presentation server(s).
- e. Only Authorized Employees shall have computer network or terminal or any other access to any CREDSTAR Information. Authorized Employees are employees of Client who have a need to access CREDSTAR Information in order to carry out their official duties with Client for the purposes specified in the Agreement for Service. Prior to providing an Authorized Employee with access to any CREDSTAR Information, Client will provide the Authorized Employee with adequate training regarding the Internet Security Requirements the Fair Credit Reporting Act ("FCRA") and other applicable laws, and will require the Authorized Employee to agree to comply with all such requirements and laws (together, "Employee Requirements"). Without limiting the generality of the foregoing, Client will inform all Authorized Employees **that unauthorized access to information in Credit Reports may subject them to civil and criminal liability under the FCRA and other applicable laws, punishable by fines, imprisonment, or both.** Client will not add any employee as an Authorized Employee unless the employee has received the required training and has agreed to comply with the Employee Requirements.
- f. Client shall implement adequate security measures in order to prevent use or access of CREDSTAR Information by persons other than Authorized Employees, including, without limitation, the following: (i) assigning each Authorized Employee a unique Internet identification and password (together, "Operator Passwords"), (ii) changing the Operator Passwords at least once every ninety (90) days or sooner if a specific Authorized Employee is no longer responsible for accessing CREDSTAR Information or Client has learned or suspects that there has been unauthorized access to an Operator Password, (iii) limiting knowledge of the CREDSTAR Access Information and Operator Passwords to Authorized Employees and strictly prohibiting the sharing, disclosure, or public display of any such information, (iv) using all security features in the software and hardware used to access CREDSTAR Information, (v) not transferring any hardware or software except back-up tapes between locations without deletion of all CREDSTAR Access Information and Operator Passwords, and (vi) if unauthorized access to CREDSTAR Access Information is discovered or suspected, immediately notifying CREDSTAR and further undertaking all remedial efforts within its power and control to cure such unauthorized access or use.

3. Network Topology.

- a. Client's Internet connection must be protected with dedicated, industry-recognized firewalls that are configured and managed to adhere to industry best practices.
- b. CREDSTAR Information may be held only on a secure application server that can be accessed only by a secure presentation server, through one of the following methods:
 - (i) Dual or multiple firewall protection (**preferred**): This method consists of a firewall between the Internet and the presentation server(s) and another firewall between the presentation server(s) and the application server holding the CREDSTAR Information. The network firewall should ensure that only the presentation server(s) is/are allowed to access the application server holding the CREDSTAR Information.
 - (ii) Single firewall method (**acceptable**): When a dual firewall method is not feasible, a single firewall will provide acceptable levels of protection. The firewall should be installed between the Internet and the presentation server(s). Multiple interfaces to the separate presentation server(s) and the application server holding the CREDSTAR Information are required. The firewall should be configured to allow only the presentation server(s) access to the application server holding CREDSTAR Information.
- c. All administrative access to the firewalls and servers should be through a secure internal network. Remote access must be configured so that the administrator dials into a LAN, is authenticated and verified, and then is granted access to the firewalls and servers from inside the network. No direct modern access should be available to the firewalls or servers.
- d. No internal Internet Protocol (IP) addresses should be publicly available or natively routed to the Internet.
- e. The network should not provide any access to any firewall or servers without proper strong authentication or through the firewalls.
- f. Any exceptions or alerts must be logged and reviewed by Client and maintained for at least one (1) year for review by CREDSTAR.

4. Client Authentication.

- a. CREDSTAR will not provide any CREDSTAR Information to Client unless CREDSTAR is able to authenticate Client through a strong authentication methodology.
- b. Client will log each access of Information Services and the identity of the specific Authorized Employee that made the access, and shall maintain such information for at least one (1) year for review by CREDSTAR.

5. Client Verification.

- a. Once Client has been authenticated as describe above, CREDSTAR will verify the identity of Client through authentication and verification procedures that provide an acceptable level of security for access to Information Services.

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- b. At the present time, CREDSTAR requires verification through issuance by CREDSTAR, and use by Client, of a Client User ID and password. The initial password will be issued by CREDSTAR and not created by Client. Passwords will have a minimum of six characters in an alphanumeric combination and will be changed at least once every ninety (90). Passwords and User IDs will be encrypted with 128-bit encryption.
 - c. The User IDs and passwords must be stored on a server protected by the security measures applicable to the CREDSTAR Information.
 - d. Client must ensure that all IDs of Authorized Employees who are no longer authorized to obtain CREDSTAR Information are disabled or revoked immediately.
 - e. Client must have procedures in place that create appropriate audit trails for all transactions.
 - f. CREDSTAR will protect Client access by timing out Client after a period of inactivity not to exceed thirty (30) minutes.
6. **Change of Requirements.**
CREDSTAR may, from time to time, change any of the requirements herein (including by imposing new requirements or procedures or modifying existing ones) by giving Client written notice of the change. Client will conform its systems, applications, processes, and procedures to comply with the change not later than the effective date specified by CREDSTAR in the notice, or if none is specified, thirty (30) days after receipt of the notice.
7. **Prohibition of Verbal Modification of Requirements.**
No verbal modification of these requirements will be permitted, and CREDSTAR must approve in writing any variance by Client.
8. **Client Responsibility.**
Compliance by Client with these requirements shall not relieve Client from the obligation to observe any other or further contractual, legal or regulatory requirements, nor shall CREDSTAR's review or approval of any of Client's systems, applications, processes, or procedures constitute or be deemed to constitute the assumption by CREDSTAR of any responsibility or liability for compliance by Client with any of the same. Client shall remain solely responsible for the security of its systems and the security of all CREDSTAR Information received by it from CREDSTAR and for any breach of that security. CREDSTAR retains the right, in its sole discretion, to withhold approval of Internet access to Information Services for any reason. CREDSTAR may suspend or terminate access to the CREDSTAR Information at any time if CREDSTAR has reason to believe that Client has violated any of these Internet Security Requirements or any contractual, legal, or regulatory requirements, rules or terms. **Client reaffirms that it will not transmit any Information Services (or information therein) through the Internet without express written permission of CREDSTAR.**

ACCESS SECURITY REQUIREMENTS

It is a requirement that all end users take precautions to secure any system or device used to access Information Services. To that end, the following requirements have been established:

1. Your account number and password 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 password. The information should not be posted in any manner within your facility.
2. Any system access software you may use, whether developed by your company or purchased from a third party vendor, must have your account number and password "hidden" or embedded so that the password is known only to supervisory personnel. Password files must be encrypted. Each user of your system access software must then be assigned unique log-on passwords.
3. User Ids and passwords must be deactivated immediately upon termination or change of job assignment.
4. Password management should conform to the following best practices:
 - Minimum 6 characters in length
 - Mix of alpha, numeric, and special characters
 - Passwords should expire every 45 days
 - No re-use of a password for 6 months
 - No automatic scripting of passwords
5. Your account number and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee.
6. The ability to obtain Information Services must be restricted to a few key personnel.
7. Any terminal devices used to obtain Information Services should be placed in a secure location within your facility. Access to the devices should be difficult for unauthorized persons.
8. Any devices/systems used to obtain Information Services should be turned off and locked after normal business hours, when unattended by your key personnel.
9. Hard copies and electronic files of Information Services are to be secured within your facility and protected against release or disclosure to unauthorized persons.

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10. Hard copy Information Services are to be shredded or destroyed, rendered unreadable, when no longer needed and when it is permitted to do so by applicable regulation(s).
11. Electronic files containing Information Services will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable regulation(s).
12. Software cannot be copied. Software is issued explicitly to you solely to access Information Services.
13. Your employees will be forbidden to attempt to obtain Information Services on themselves, associates or any other persons, except in the exercise of their official duties.
14. Credit Reports will not be ordered for employment purposes.
15. The only acceptable media for receiving and/or transmitting Information Services or any part thereof, are as follows:
 - private networks;
 - secure internet connections (if approved by CREDSTAR in writing);
 - via traditional facsimile.
16. Information Services may not be received and/or transmitted through the following:
 - via internet e-mail;
 - via non-traditional facsimile (e.g., third party facsimile service providers);
17. 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 for not more than 2 years, or both.

EXHIBIT F

FEDERAL TRADE COMMISSION

OBLIGATIONS OF USERS UNDER THE FAIR CREDIT REPORTING ACT

(PLEASE READ)

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FAIR CREDIT REPORTING ACT

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. 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.

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.

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 FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

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

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain 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.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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 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.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so 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.

VI. 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).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(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 pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

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

VIII. 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.

IX. 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, has more information about the FCRA, including publications for businesses and the 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 603 15 U.S.C. 1681a
Section 604 15 U.S.C. 1681b
Section 605 15 U.S.C. 1681c
Section 605A 15 U.S.C. 1681cA
Section 605B 15 U.S.C. 1681cB
Section 606 15 U.S.C. 1681d
Section 607 15 U.S.C. 1681e
Section 608 15 U.S.C. 1681f
Section 609 15 U.S.C. 1681g
Section 610 15 U.S.C. 1681h
Section 611 15 U.S.C. 1681i
Section 612 15 U.S.C. 1681j
Section 613 15 U.S.C. 1681k
Section 614 15 U.S.C. 1681l
Section 615 15 U.S.C. 1681m
Section 616 15 U.S.C. 1681n
Section 617 15 U.S.C. 1681o
Section 618 15 U.S.C. 1681p
Section 619 15 U.S.C. 1681q
Section 620 15 U.S.C. 1681r
Section 621 15 U.S.C. 1681s
Section 622 15 U.S.C. 1681s-1
Section 623 15 U.S.C. 1681s-2
Section 624 15 U.S.C. 1681t
Section 625 15 U.S.C. 1681u
Section 626 15 U.S.C. 1681v
Section 627 15 U.S.C. 1681w
Section 628 15 U.S.C. 1681x
Section 629 15 U.S.C. 1681y