

Please follow the checklist below to help ensure all required information is provided to Membership Application, Client Service Agreement and related documents. Only complete applications can be processed, so please be thorough.

If you have any questions, please contact Customer Service: (303) 952-7583.

Thank you!



32065 Castle Court, Suite 300  
Evergreen, CO 80439  
Phone: 303.952.7583 Fax: 303.952.7584  
www.advcredit.com

## New Client Checklist for Employment Screening with Credit

- 1. All Pages have been initialed in the lower right-hand corner
- 2. Membership Application completed and signed
- 3. Business banking and business references
- 4. Credit Card Guarantee Agreement has been fully completed and signed by Client
- 5. Authorized User List has been completed
- 6. Physical Inspection will be performed by an outside agency, as required by the national credit repositories. If Clients operates from multiple locations, a letter on company letterhead must be provided listing all additional locations authorized.
- 7. Copy of Business license or Articles of Incorporation
- 8. Copy of Lease Agreement – Needed to confirm business address and identity. Do not send the entire lease agreement – only send pages showing address, terms of lease, landlord name and landlord contact information.
- 9. Copy of government issued photo ID, eg) Drivers License
- 10. A credit report on the principal of the business is required if the principal is:
  - a) The owner of a sole proprietorship
  - b) A partner in a Partnership
  - c) An officer in a Corporation and the Corporation has been in business less than one year.

Note: A personal credit report, driver's license on the principal and copy of commercial lease is not required for publicly traded companies that are traded on a nationally recognized stock exchange.

<b>TO:</b>	<b>Advantage Credit - New Account Setup for Employment Screening</b>
<b>FAX:</b>	<b>(303) 952-7584 (or scan and e-mail to therese@advcredit.com)</b>
<b>FROM:</b>	_____
<b>PHONE:</b>	_____



**MEMBERSHIP APPLICATION AND SERVICE AGREEMENT – EMPLOYMENT SCREENING SERVICES**

**Notice to Users of Consumer Reports:** All Users must have permissible purpose under the FCRA to obtain a consumer report. By executing the Agreement below with Advantage Credit, Inc., subscriber: (1) acknowledges that subscriber has received the Notice To Users of Consumer Reports (“User Notice”) as prescribed by the Federal Trade Commission; (2) agrees to follow the requirements set forth in the User Notice; (3) warrants and represents that subscriber has read and understood the User Notice; (4) acknowledges that it is a user of consumer reports within the meaning of the User Notice; and (5) agrees the User Notice is incorporated as an integral part of the Agreement below.

**Client Name** \_\_\_\_\_ **Time in Business:** \_\_\_\_\_yrs. \_\_\_\_\_mos

**Type of Ownership:** Corp.  LLC  Partnership  Sole Prop.  **Fed. Tax ID# (req'd)** \_\_\_\_\_

**Type of Business:** \_\_\_\_\_ **Other Business Name(s) or DBA** \_\_\_\_\_  
(eg. Retail, Restaurant, Bank, etc.)

**Physical Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_ **Company Website** \_\_\_\_\_

**Previous Address** (if current business address is less than 2 yrs.) \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Number of employees at this location** \_\_\_\_\_ **Number of Branches** \_\_\_\_\_ **Total Employees** \_\_\_\_\_

**Owner/Principal Name** \_\_\_\_\_ **Title** \_\_\_\_\_ **Phone/ext.** \_\_\_\_\_

**Owner/Principal Name** \_\_\_\_\_ **Title** \_\_\_\_\_ **Phone/ext.** \_\_\_\_\_

**Cell Phone** \_\_\_\_\_ **E-mail** \_\_\_\_\_

**Billing Contact** \_\_\_\_\_ **Phone/ext.** \_\_\_\_\_

**Billing Contact E-mail Address:** \_\_\_\_\_ (Note: All invoices to be emailed)

**Permissible Purpose** - Check the specific purpose for which background checks will be used: Tenant Screening  Employment   
Other (specify) \_\_\_\_\_ Check one:  Local  Regional  National

Will you require personal credit bureau reports from Advantage Credit, Inc. as part of your employment screening service?  Yes  No  
(Note: Additional documentation will be requested for all end-users requiring access to personal credit reports)

**Estimated monthly volume of screening reports:** \_\_\_\_\_ **How did you learn about Advantage Credit, Inc.** \_\_\_\_\_

**OWNERSHIP INFORMATION (Excludes Publicly Traded Corps, Banks, S&Ls and Credit Unions)**

As **Owner, Partner, Principal or Officer** of Client, I hereby give my consent to Advantage Credit, Inc to obtain any and all information concerning my business, personal history and financial credit report, which Advantage Credit, Inc. may require in connection with this Agreement. Such information may be gathered through the use of any investigative or credit agencies of its choice. In addition, I hereby authorize Advantage Credit, Inc. to secure all information, including credit information contained in my creditors account files. I recognize that if credit is extended, I personally guarantee payment for all services provided by Advantage Credit, Inc. in accordance with the agreed to credit terms.

Name/Title \_\_\_\_\_  
Home Address \_\_\_\_\_  
City, St, Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_ SSN \_\_\_\_\_  
Signature \_\_\_\_\_

**BUSINESS REFERENCES (Complete This Section IN FULL. Only complete applications can be processed.)**

Bank Name \_\_\_\_\_ Date Opened \_\_\_\_\_  
Name as it appears on account (must be your *business* checking account) \_\_\_\_\_  
Account # \_\_\_\_\_ Bank Phone # \_\_\_\_\_  
Address \_\_\_\_\_

**LANDLORD**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone # \_\_\_\_\_ Contact Person \_\_\_\_\_

**BUSINESS CREDIT REFERENCES (2)**

Creditor Name \_\_\_\_\_ Account # \_\_\_\_\_  
Address \_\_\_\_\_  
Phone # \_\_\_\_\_ Contact Person \_\_\_\_\_

Creditor Name \_\_\_\_\_ Account # \_\_\_\_\_  
Address \_\_\_\_\_  
Phone # \_\_\_\_\_ Contact Person \_\_\_\_\_

**CURRENT PROVIDER OF SCREENING SERVICES:** Company Name: \_\_\_\_\_  
Phone # \_\_\_\_\_ Contact Person \_\_\_\_\_ # of Years \_\_\_\_\_

**CLIENT SERVICE AGREEMENT**

The above listed firm, hereinafter referred to as (Client), petitions Advantage Credit, Inc., hereinafter referred to as ACI, for the use of its services upon the basis outlined below. If accepted by ACI as a subscriber, Client agrees that the following shall constitute a service contract between Client and ACI.

**SERVICES PROVIDED:** ACI agrees to furnish to Subscriber personal identifier record (SSN), employment references, civil and criminal records, motor vehicle records, credit records, education and credential verification, workers' compensation claim history and other background information ("consumer report") on job applicants/employees, as requested by the Subscriber. ACI will use its best efforts to deliver the consumer reports requested in an expeditious manner, however, ACI shall have no obligation or liability to Subscriber for any delay or failure to deliver consumer reports caused by the parties providing data or information to ACI, or by any other third-party. ACI is a federally regulated Consumer Reporting Agency as defined by the Fair Credit Reporting Act for the purpose of providing pre-employment screening information in accordance with all applicable guidelines and confidentiality as stipulated within applicable statutes.

**DISCLAIMER OF WARRANTY/LIMITATION OF LIABILITY:** The consumer report obtained by ACI is derived from databases and records that have been created and maintained by various government agencies, private companies, and other contributors that are not under the control of ACI. Responsibility for the accuracy of the information contained in the consumer report and these databases and records rests solely in the contributor. The Subscriber waives any and all claim or claims against ACI arising out of or related to the accuracy of the consumer report, databases and records.

**PAYMENT REQUIREMENTS/COLLECTION:** Subscriber agrees to pay ACI the applicable charges for the various services rendered to Subscriber as specified in ACI's employment screening service list, which is subject to change from time to time. Subscriber agrees to pay all applicable charges within fifteen (15) days of receipt of the information or consumer report requested. However, all monetary obligations to ACI for services rendered which are past due shall, at the election of ACI, bear interest at the rate of eighteen percent 18% per annum. In the event that legal action is necessary to obtain the payment of any monetary obligations to ACI, the Subscriber shall be liable to ACI for all costs and reasonable attorneys' fees incurred by ACI in collection of such obligations. ACI has the right to change the payment period according to the client's credit rating and financial status.

**SUBSCRIBER'S ACKNOWLEDGMENT OF COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT:** The Fair Credit Reporting Act (FCRA) governs the activities of consumer reporting agencies, as well as the users of the information procured from these agencies. A consumer report contains information on a job applicant/employee's character, reputation, and other personal data; therefore, use of such information is strictly regulated by the FCRA. Among other things, the FCRA prohibits employers from obtaining consumer reports unless the employer discloses to the applicant, in writing, that such a report may be acquired, and obtains the written authorization of the applicant/employee to inquire into this background information. The FCRA also requires employers to take additional steps when they make an employment decision based in whole or part on the background information. These steps are intended to give the applicant the opportunity to dispute any information contained in the background or consumer report. Unless requested by a client or by government regulation we will provide the criminal records for a minimum of seven years. ACI urges all employers to review the restrictions and requirements of the FCRA. The Act's citation is Public Law 91-508, Title 15, U.S.C. Sections 1681, et seq, and the text of this Act is available on ACI' web page. Please note, particularly, the Permissible Purposes of Reports, as well as requirements on Users of Consumer Reports and Obtaining Information Under False Pretenses.

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Client Acknowledges and Accepts:

Employment Purposes: By signing this document, Subscriber certifies that it is requesting ACI to provide screening services only for the purposes of considering an individual for employment, promotion, reassignment or retention as an employee, and for no other purposes.

Applicant's Authorization Obtained: By signing this document, Subscriber certifies that prior to requesting ACI to provide screening services for employment purposes on an applicant/employee, it has provided the applicant/employee with a clear and conspicuous written disclosure, in a document consisting solely of the disclosure, that a consumer report is being requested for employment purposes, and it has obtained the written authorization from the applicant/employer to obtain a consumer report for employment purposes. A standard disclosure and authorization form is available from ACI for these purposes.

1. To provide the applicant/employee with a copy of the consumer report
2. To provide the applicant/employee with a copy of the Consumer Rights, in the format approved by the Federal Trade Commission (A copy of this Consumer Rights form may be obtained from ACI); and
3. To provide the applicant with ample time to dispute any information contained in the consumer report.

Adverse Action: By signing this document, Subscriber certifies that after providing the applicant/employee with the Pre-Adverse Action information contained above, and after it has given the applicant/employee "ample time" to dispute the information, the Subscriber will send the applicant a follow-up notification that the Subscriber is taking adverse action (e.g., denying employment or promotion) based on the information contained in the consumer report.

Confidentiality and Use of Information: By signing this document, Subscriber certifies that it acknowledges the sensitivity and confidentiality of the information contained in the consumer report and Subscriber agrees that information obtained from a consumer report will not be used in violation of any applicable state or federal equal employment opportunity laws.

Indemnification/Hold harmless: By signing this document, Subscriber acknowledges that it has read and understands the requirements of the Fair Credit Reporting Act, Subscriber agrees that it will comply with all such requirements, and Subscriber agrees that it shall defend, indemnify and hold ACI, its directors, officers, employees, agents, successors and assigns, harmless from any and all claims, liability, costs or damages whatsoever arising out of or related to Subscriber's failure to comply with the requirements of the FCRA. Subscriber further agrees that it shall defend, indemnify and hold ACI, its directors, officers, employees, agents, successors and assigns, harmless from any and all claims, liability or damages whatsoever arising out of or related to the accuracy or use of the services or data provided under this Agreement.

ARBITRATION: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Denver, Colorado, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

ATTORNEYS FEES AND COSTS: In the event a dispute arises with respect to this Agreement, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses incurred in ascertaining such party's rights, and in preparing to enforce, or in enforcing such party's rights under this Agreement, whether or not it was necessary for such party to institute suit or submit the dispute to arbitration.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

WAIVER: The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement will not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

SUCCESSORS: This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties.

CANCELLATION: you can cancel the account with ACI by sending notification in writing two weeks in advance. However, your company is obligated and must adhere to the FCRA despite cancellation. ACI recommends that all Disclosure and Release forms must be kept on file in a secure location for a period of at least two years.

**ADDITIONAL END-USER REQUIREMENTS FOR USERS OF PERSONAL CREDIT**

**OFAC Name Matching Service Addendum:**

Application: This addendum sets forth the conditions under which ACI will provide Customer with the OFAC Name Matching Service (described below). This Addendum shall apply to all OFAC Name Matching Services performed by Experian for Customer during this Addendum. Customer agrees to the necessary agreements that will identify the nature and scope of the services provided hereunder, including any limitations set forth herein.

Term of this Addendum: This Addendum shall terminate upon the earlier of (i) the termination of the Agreement; or (ii) as otherwise set forth in the Agreement.

OFAC Name Matching Service: For purposes of this Addendum, the term "OFAC Name Matching Service" means the application of a name matching service performed by Experian wherein the consumer's name transmitted by Customer inquiry or tape is compared to an Experian file 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 Customer's Subscriber's request in a manner identified in Schedule B, Experian will perform a match of

characters in the consumer's name, social security number and year of birth, when available, and only where a match occurs, will Experian transmit to Customer's Subscriber's a message indicating the "Spelling of name used to access report matches OFAC List" in the on-line environment, and will only return a list of those consumers where a match occurs in the batch environment ("OFAC Statement").

Disclaimer of Warranty: Experian updates its file periodically from OFAC and cannot and will not, for the fee charged for the OFAC Name Matching Service, be an insurer or guarantor of the accuracy or reliability of the OFAC Name Matching Service nor the data contained in its file. Customer acknowledges and Customer will ensure that its Subscribers acknowledge 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 Customer's Subscriber inquired is the same consumer referenced by OFAC. The use of the OFAC Name Matching Service does not attempt to, nor does it satisfy any of Subscriber's legal obligations which may be administered by OFAC or any other governmental agency. EXPERIAN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OFAC NAME MATCHING SERVICE, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF CURRENTNESS, COMPLETENESS, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Indemnification: Customer shall indemnify, defend and hold Experian harmless from and against any and all claims, liabilities and expenses, including responsible attorney's fees, which may be asserted against or incurred by Experian, that arise but of or are related to the use by Customer of the OFAC Name Matching Service. Effect of Agreement: All terms and conditions of the Agreement not specifically addressed in this Addendum shall remain unchanged and in full force and effect. The Terms of this Addendum shall prevail in the event of any inconsistency between this Addendum and the Agreement.

Entire Understanding: This Addendum, Agreement set forth the entire understanding of the parties with respect to the subject matter hereof and supersede to the extent indicated all prior agreements, letters, covenants, arrangements, communications, representations and warranties, whether oral or written, by any employee, officer or representative of their party.

### **Access Security Requirements Addendum:**

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

In accessing Experian's services through ACI, you agree to follow these security requirements:

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

- 1.1 Do not provide your credit reporting agency Subscriber Codes or passwords to anyone. No one from the credit reporting agency will ever contact you and request your Subscriber Code number or password.
- 1.2 Proprietary or third party system access software must have credit reporting agency Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3 You must request your Subscriber Code password be changed immediately when:
  - any system access software is replaced by system access software or is no longer used;
  - the hardware on which the software resides is upgraded, changed or disposed of
- 1.4 Protect credit reporting agency Subscriber Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
- 1.5 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the credit reporting agency's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.6 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.7 Keep user passwords Confidential.
- 1.8 Develop strong passwords that are:
  - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.9 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.10 Active logins to credit information systems must be configured with a 30 minute inactive session, timeout.
- 1.11 Restrict the number of key personnel who have access to credit information.
- 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.13 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- 1.14 Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- 1.15 After normal business hours, turn off and lock all devices or systems used to obtain credit information.
- 1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

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

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

- 2.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
  - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
  - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
  - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
  - Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
  - If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
  - Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
  - Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

### 3. Protect Data

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 3.2 All credit reporting agency data is classified as Confidential and must be secured to this requirement at a minimum.
- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 3.4 Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.
- 3.5 Only open email attachments and links from trusted sources and after verifying legitimacy.

#### 4. Maintain an Information Security Policy

- 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 4.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

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

- 5.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.
- 5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- 5.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
- 5.4 Any stand-alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services and network traffic.
- 5.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
- 5.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

#### 6. Regularly Monitor and Test Networks

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

**Record Retention:** *The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, the credit reporting agency requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 25 months. When conducting an investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their credit report, the credit reporting agency will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.*

*“Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation.”*

**California Certification of Compliance Civil Code-Section 1785.14 (a) Addendum**

Section 1785.14 (a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will be used only for a permissible purpose unless all of the following requirements are met:

Section 1745.14 (a) (1) states: “If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver’s license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother’s maiden name.”

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

Section 1785.14 (a) (3) states: “If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the prospective user verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed. I have read, understand and will comply with California Certification of Compliance Civil Code-Section 1785.14 (a).

**Compliance with Vermont’s FCRA statute, 9 V.S.A. sec 2480e, and Fair Credit Reporting rule CF 112 Addendum:** Vermont’s statutes and rules differ from the Federal Fair Credit Reporting Act, and require a credit report user to obtain the consumer’s consent prior to accessing a credit report. Company has read, understands and will comply with applicable provisions under Vermont Law. In particular, Client certifies that they will order information services relating to Vermont residents that are credit reports as defined by the VFCRA, only after having received prior consent in accordance with VFCRA sec 2480e and applicable Vermont Rules.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**ACCEPTANCE:**

CLIENT NAME \_\_\_\_\_

BY (print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

(Must be officer, principal or authorized individual)



**CREDIT CARD GUARANTEE / AGREEMENT (REQUIRED)**

The undersigned acknowledges that services will be billed monthly and that all bills are **due and payable in full upon receipt**. ACI extends a 15-day revolving line of credit for credit reports, customer service processing and other ancillary mortgage information products.

In the event of failure to pay outstanding charges within thirty (30) days of the billing date or for some reason ACI is unable to bill directly, ACI shall have the right to bill outstanding sums to the credit card listed below.

<b>Credit Card Information</b> (ACI will verify validity of card)				
Credit Card Type (circle one):	Visa	MC	Amex	Discover
Credit Card #:	_____			Exp: ____/____ CVV: _____
Name on Card:	_____			
Mailing Address:	_____			
	_____			

I, \_\_\_\_\_, hereby agree to the terms of the credit extension provided to me and/or my company by ACI and personally guarantee payment to ACI. In the event my account becomes thirty (30) days or more past due, I authorize ACI to charge any financial obligations to the credit card provided above with no advance notice required.

_____	_____	_____
Print Full Name	Signature	Date
_____	_____	_____
Title	Company	
E-Mail Address ( <b>required</b> ): _____		

**IMPORTANT!**

**All invoices and account statements are e-mailed to the Billing Contact you identified on page 1 of the ACI application within 3 days of the end of each calendar month. In addition, all current and previous invoices for your account can be accessed at any time within the ACI secure InstaScreen website.**





**INITIAL USER LIST FOR ACI SYSTEM ACCESS**

Completed by: \_\_\_\_\_ Company: \_\_\_\_\_

Full Name	Email Address	Sys. Rights (Processor, Administrator)
Full Name	Email Address	Sys. Rights (Processor, Administrator)
Full Name	Email Address	Sys. Rights (Processor, Administrator)
Full Name	Email Address	Sys. Rights (Processor, Administrator)
Full Name	Email Address	Sys. Rights (Processor, Administrator)
Full Name	Email Address	Sys. Rights (Processor, Administrator)
Full Name	Email Address	Sys. Rights (Processor, Administrator)
Full Name	Email Address	Sys. Rights (Processor, Administrator)
Full Name	Email Address	Sys. Rights (Processor, Administrator)
Full Name	Email Address	Sys. Rights (Processor, Administrator)
Full Name	Email Address	Sys. Rights (Processor, Administrator)
Full Name	Email Address	Sys. Rights (Processor, Administrator)
Full Name	Email Address	Sys. Rights (Processor, Administrator)
Full Name	Email Address	Sys. Rights (Processor, Administrator)
Full Name	Email Address	Sys. Rights (Processor, Administrator)

Please attach additional Users on separate sheet if necessary.

**System Rights Key:**

Processor: Can order and view all reports.

Administrator: Can order for all, view all, add/delete users, view invoicing, run management reports and more.  
For additional capabilities, call ACI Customer Care for assistance and training.

Include this completed form with your ACI Application and Service Agreement.

If you are sending this list separately, fax to: **Advantage Credit, Inc. New Customer Setup**  
**Attn: Therese Joyal**  
**303-952-7584**



## **NOTICE TO USERS OF CONSUMER REPORTS OBLIGATIONS OF USERS UNDER THE FCRA**

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 <http://www.ftc.gov/credit>. 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 <http://www.ftc.gov/credit>.

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

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

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

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

## **III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED 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(1), 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 6 15(d), users must be in compliance with the rule. The FTC’s regulations will be at <http://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, <http://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 615 15 U.S.C. 1681m
Section 603 15 U.S.C. 1681a	Section 616 15 U.S.C. 1681n
Section 604 15 U.S.C. 1681b	Section 617 15 U.S.C. 1681o
Section 605 15 U.S.C. 1681c	Section 618 15 U.S.C. 1681p
Section 605A 15 U.S.C. 1681cA	Section 619 15 U.S.C. 1681q
Section 605B 15 U.S.C. 1681cB	Section 620 15 U.S.C. 1681r
Section 606 15 U.S.C. 1681d	Section 621 15 U.S.C. 1681s
Section 607 15 U.S.C. 1681e	Section 622 15 U.S.C. 1681s-1
Section 608 15 U.S.C. 1681f	Section 623 15 U.S.C. 1681s-2
Section 609 15 U.S.C. 1681g	Section 624 15 U.S.C. 1681t
Section 610 15 U.S.C. 1681h	Section 625 15 U.S.C. 1681u
Section 611 15 U.S.C. 1681i	Section 626 15 U.S.C. 1681v
Section 612 15 U.S.C. 1681j	Section 627 15 U.S.C. 1681w
Section 613 15 U.S.C. 1681k	Section 628 15 U.S.C. 1681x
Section 614 15 U.S.C. 1681l	Section 629 15 U.S.C. 1681y