



ACCUDATA
CREDIT SYSTEMS
1002 Diamond Ridge Suite 500 * JEFFERSON CITY, MO 65109
TELEPHONE (573) 893-7500/1-800-475-6703 Fax: (573) 893-7211

APPLICATION FOR MEMBER SERVICE CONTRACT

The undersigned (hereinafter referred to as the Applicant) petitions **Accudata Credit Systems LLC (ACS)** for the use of its services upon the basis outlined below, and if accepted by **Accudata Credit Systems LLC (ACS)** as a member user of service, agrees that the following shall constitute the service contract between the Applicant and **Accudata Credit Systems LLC (ACS)**.

THE APPLICANT CERTIFIES AND AGREES:

That Applicant will comply with all the provisions of Public Law 91-508 (Fair Credit Reporting Act).

That information will be requested only for the Applicant's exclusive use.

- (A) That each time a request for information or a credit report is made of **Accudata Credit Systems LLC**, the Applicant's representative authorized to make such a request will use the information or report solely for a permissible purpose, namely:
- (B) 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; or
- (C) For employment purposes; and Applicant agrees to make the employment certification below; or
- (D) In connection with the underwriting of insurance involving the consumer; or
- (E) In connection with a legitimate business need for the information in connection with a business transaction initiated by the consumer or to review an account to determine whether the consumer continues to meet the terms of the account; and the Applicant agrees to identify to **Accudata Credit Systems LLC** each request at the time such report is ordered, and to certify the legitimate business need for such report; or
- (F) In connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status; or
- (G) As a potential servicer or investor, or current insurer, in connection with a valuation of, or assessment of the credit or prepayment risks associated with, an existing credit obligation.

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

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

(Public Law 91-508 provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code, or imprisoned not more than two years, or both)

USE OF CRIMINAL/PUBLIC RECORDS

Applicant hereby agrees that if criminal records are to be requested from Accudata Credit Systems LLC, that the consumer will be informed of such request prior to ordering criminal histories from Accudata Credit Systems LLC Applicant understands that the criminal information received from Accudata Credit Systems LLC, is obtained from outside sources. Applicant further agrees that the information is obtained and managed by fallible human sources, and that, for the fee charged, Accudata Credit Systems LLC cannot guarantee, nor will be liable for the accuracy or the depth of information provided, regardless of the origin or the inaccuracies.

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

ACS AGREES:

To provide files on individuals, firms or corporations, requesting information furnished by its members or subscribers or obtained from other available sources.

To furnish all available pertinent information on individuals, firms or corporations, including but not limited to: identifying information, credit history, and employment and public record information in file. Such information is being furnished at the special request of Applicant, as evidenced by the signature of this application.

Accudata Credit Systems LLC will not provide a record of inquiries in connection with credit or insurance transaction not initiated by the consumer.

*IT IS MUTUALLY AGREED that this service contract, if accepted by **Accudata Credit Systems LLC, Inc** a written notice of cancellation can be given by either party at least 10 days prior to cancellation.*

Dated at _____, this _____ day of _____, 200__

Applicant: _____

By: _____
Name (Type or Print)

Title _____
(Owner, Partner or Manager)

Address : _____

City: _____

State: _____ Zip Code: _____

Type of Business _____

Signature: _____

Date: _____

Accepted by Accudata Credit Systems LLC:		
<u>OFFICE USE ONLY</u>		
By	_____	
Title	_____	
Date	_____	
Member	Identification	Number
Assigned	_____	
Billing	Identification	Number
Assigned	_____	

PROVIDE APPLICANT WITH A NOTICE OF RESPONSIBILITIES UNDER FCRA

INTERNET ADDENDUM

This Internet Addendum is entered into this ____ day of _____, _____, by and between Accudata Credit Systems LLC, and _____ (“Client”), and supplements Client's current Agreement(s) for Service with Accudata Credit Systems LLC.

Recitals

Client desires to transmit certain information services (“Services”), from Accudata Credit Systems LLC, and/or its affiliated companies over the Internet.

In consideration of the above recitals and the mutual covenants set forth herein, the parties hereby amend the Agreement as follows:

I. Compliance with Internet Access Security Requirements

All access to reports over the Internet will be through Accudata Credit Systems LLC web-site. Client will designate an "Internet Administrator" who will be responsible for individual users on any personal computer or workstation that is authorized to access reports over the Internet. The Internet Administrator will also be responsible for insuring the confidentiality of the security ID, password and compiling a current list of personal who have approved access.

II. Limitation of Liability

Client shall release, hold harmless and indemnify Accudata Credit Systems LLC and its directors, officers, employees, agents, contractors, licensors, affiliated companies or affiliated credit bureaus from and against any loss, cost, liability and expense (including reasonable attorneys’ fees) in connection with Client’s or Client’s subscriber/customers’ use of Information and Services pursuant to this Addendum.

III. Incorporation and Ratification

Except as specifically amended and modified by this Addendum, all other agreements between Accudata Credit Systems LLC and Client shall remain in full force and effect and are hereby ratified by all parties.

Client agrees to comply with all provisions of Public Law 91-508 (Fair Credit Reporting Act). Specifically to the Permissible Purpose of obtaining credit history, that being:

- ✓ **Employment purpose ***
Refer to FCRA for Specific Requirements of Section 604 “(b) Conditions for Furnishing and Using Consumer Reports for Employment Purposes....”*

Owners, Managers and Employee’s will not attempt to obtain reports on themselves, associates or any other person except in the exercise of their official duties and within compliance of the Fair Credit Reporting Act. To do so subjects you to cancellation of contract and possible legal action. Creditor/Client will not resell to any third party reports provided by Accudata Credit Systems LLC. I have read and understand the "FCRA Requirements" notice and "Access Security Requirements" and will take all reasonable measures to enforce them within my facility.

Client agrees to maintain the signed employment application and separate written authorization of employment applicant for at least 24 months.

CLIENT

Company Name

Telephone

Signer's Printed Name

Signature

Internet Site Administrator Access Form

The site administrator must notify Accudata Credit Systems LLC within **72 hours** of any personnel changes to this listing. Any persons contacting Accudata Credit Systems LLC must be listed as a "**user**" of the online services to receive telephone support from Accudata's staff.

Site Administrator:

Please Print Name

E-Mail Address

Authorized User(s):

Please Print Name

E-Mail Address

Access Security Requirements

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer credit reports. In signing the Accudata Client Application, you agree to follow these measures.

1. You must protect you Client ID number and password so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post the information in any manner within your facility.
2. System access software, whether developed by your company or purchased from a third party vendor, must have your Accudata Credit Systems LLC account number and password "hidden" or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique logon password.
3. Do not discuss your account number and password by telephone with any unknown caller, even if the caller claims to be a representative or employee of Consumer Credit Agency.
4. Restrict the ability to obtain credit to a few key personnel.
5. Place all terminal devices used to obtain credit information in a secure location within your facility. You should secure these devices so that unauthorized persons cannot easily access them.
6. After normal business hours, be sure to turn off and lock all devices or systems used to obtain credit information.
7. Secure hard copies and electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.
8. Shred or destroy all hard copy consumer reports when no longer needed.
9. Erase or scramble electronic files containing consumer information when no longer needed and when applicable regulations(s) permit destruction.
10. Make all employees aware that your company can access credit information only for the permissible purposes listed in the Permissible Purpose Information section of your membership application. Your employees may not access their own report or the report of a family member or friend if your company does not have permissible purpose.
11. By agreeing to this document you agree to release Accudata Credit Systems LLC, Experian, Equifax, and TransUnion from any litigation, damages, and liabilities arising from supplying credit reports to you and further agree to comply with the FCRA and this Access Security Requirements/Service Agreement in it's entirety.

Record Retention: It is important that you keep credit applications for a reasonable period of time. This will help to facilitate the investigative process if the consumer claims your company inappropriately accessed their credit report. (Note: The [Federal Equal Credit Opportunity Act](#) states that a creditor must preserve all written or recorded information connected with an application for 25 months.)

"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." I have read and understand the Access Security Requirements and will take all reasonable measures to enforce them within my facility.

Signature: _____

Print Name: _____

Title: _____

Date: _____