

**Service 1<sup>st</sup> Information Systems**

**CLIENT SERVICE APPLICATION/INFORMATION**

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

Other Names (DBAs): \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Federal Tax I.D. #: \_\_\_\_\_ (of SSN if Sole Proprietorship with no Fed Tax I.D.)

Date Company Established: \_\_\_\_\_

Website address (if applicable): \_\_\_\_\_

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

**Professional License:**

Name on License: \_\_\_\_\_

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

City: \_\_\_\_\_

Telephone: \_\_\_\_\_

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**BANK INFORMATION:**

**1) Bank Name** \_\_\_\_\_ **Account #** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Verified with** \_\_\_\_\_ **Date** \_\_\_\_\_

**Date opened** \_\_\_\_\_ **Account History/comments** \_\_\_\_\_

**PRINCIPALS/MANAGING OFFICERS and SHAREHOLDERS who own 25% or more of company shares**

Full Name: \_\_\_\_\_ SSN: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Title: \_\_\_\_\_ Percentage of Ownership: \_\_\_\_\_

Home Address: \_\_\_\_\_ Apartment/Unit #: \_\_\_\_\_

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

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

Full Name: \_\_\_\_\_ SSN: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Title: \_\_\_\_\_ Percentage of Ownership: \_\_\_\_\_

Home Address: \_\_\_\_\_ Apartment/Unit #: \_\_\_\_\_

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

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

### **Business/Trade References**

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

City/State: \_\_\_\_\_ Account Number: \_\_\_\_\_

Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

City/State: \_\_\_\_\_ Account Number: \_\_\_\_\_

Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

City/State: \_\_\_\_\_ Account Number: \_\_\_\_\_

Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

### **Billing Information**

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

City/State/Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Office fax: \_\_\_\_\_

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

### **Acknowledgment & Authorization**

The undersigned person(s) hereby acknowledge and certify that the information contained herein is true and correct and may be disclosed by Service 1st Information Systems to lenders or third parties with Broker's and/or Subject Company's officers and principal's prior written permission. The undersigned



**AGENT SERVICE APPLICATION/INFORMATION**

Agents Name: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_

Social Security: \_\_\_\_\_

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

**PROFESSIONAL LICENSE**

Name on License: \_\_\_\_\_

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

City & State \_\_\_\_\_

Telephone: \_\_\_\_\_

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**BILLING INFORMATION**

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

City/State/Zip: \_\_\_\_\_

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

Credit Card #: \_\_\_\_\_

Visa \_\_\_\_\_

M/C \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

The undersigned person hereby acknowledges and certifies that the information contained herein is true and correct and may be disclosed by Service 1<sup>st</sup> Information Systems to lenders or third parties with Agent's prior to written permission. The undersigned person authorizes Service 1<sup>st</sup> Information Systems to verify the information and to conduct business credit and public information source inquiries regarding agent and tot obtain personal credit reports. The undersigned person(s) waive any indemnify, defend and hold Service 1<sup>st</sup> Information Systems, Equifax, Experian, and Trans Union, harmless for any inquiries, claims or damages against the undersigned and caused by disclosure of information by Service 1<sup>st</sup> Information Systems to others.

Agent:

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**Signature** **Date**

**SERVICE 1<sup>ST</sup> INFORMATION SYSTEMS, INC.**  
**Addendum A**

**Access to our services requires acknowledgement and acceptance of the below:**

You may not transfer use of our services to another person or entity.

If you utilize our services via software, you are required to secure the program and protect against access from unauthorized persons.

You are required to keep all passwords confidential.

You are required to notify your representative in the event an employee with access to our Services are no longer employed by your organization.

You may not resell information obtained from Service 1st Information Systems.

You may access personal credit for mortgage or tenant screening related purposes only.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative (print name)

\_\_\_\_\_  
Authorized Representative Signature

**END USER CERTIFICATION OF COMPLIANCE**  
**California Civil Code – Section 1785.14(a)**

Section 1785.4(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met:

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

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

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

Reporting Agency as follows: (Please check)

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

End User also certifies that if End User is a Retail Seller who conducts Point of Sale transactions, End User will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person.

End User also certifies that it will only use the appropriate End User code number designated by Consumer Reporting Agency for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller.

If End User is not a Retail Seller who issues credit in Point of Sale transactions, End User agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, End User shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.

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

By: \_\_\_\_\_

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

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

**SERVICE 1<sup>ST</sup> INFORMATION SYSTEMS, INC.**

Permissible Purposes Acknowledgement

Pursuant to the Fair Credit Reporting Act (FCRA) Section 604 Permissible purpose of consumer reports (15 U.S.C. 1681b), you may access our services if:

You intend to use the information as a potential investor or servicer, or current insurer, in connection Bottom of Form with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation. Under your existing agreement with us, you may access personal credit for mortgage related purposes only, such as a loan to purchase property or a loan to refinance an existing loan **initiated by the consumer only**, or

Otherwise have a legitimate business need for the information and in connection with a business Bottom of Form transaction that is initiated by the consumer.

Under your existing agreement with us, you may access personal credit for mortgage related purposes only, such as a loan to purchase property or a loan to refinance an existing loan **initiated by the consumer only**. In addition to immediate termination of service, section 616 of the FCRA provides for civil liability for willful noncompliance (15 U.S.C. 1681n); specifically,

Any person who willfully fails to comply with any requirement imposed under this title with respect to any consumer is liable to that consumer in an amount equal to the sum of any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000.

In the instance of obtaining a consumer report under false pretenses or knowingly without a permissible purpose, actual damages sustained by the consumer as a result of the failure or \$100, whichever is greater or such amount of punitive damages as the court may allow.

Any person obtaining a consumer report under false pretenses or knowingly without a permissible purpose shall be liable to the consumer reporting agency for actual damages sustained by the consumer reporting agency or \$1,000, whichever is greater.

Additionally, any person who is negligent in failing to comply with any requirement imposed under the above title with respect to any consumer is liable to that consumer in an amount equal to the sum of any actual damages sustained by the consumer as a result of the failure.

All persons employed by your organization that will be utilizing our services will be required to certify that they understand and will comply will all requirements under the FCRA as it pertains to permissible purpose before they will be allowed access to our services.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative (print name)

\_\_\_\_\_  
Authorized Representative Signature

## **Score Addendum**

Client \_\_\_\_\_ (“End User”) warrants that it has an agreement for service and an account in good standing with Service 1<sup>st</sup> Information Systems (“Agency”) for a permissible purpose under the Fair Credit Reporting Act to obtain the information in a Fair Isaac Credit Repository Score(s), (Empirica, FICO, and Beacon) and their reason codes.

End User certifies that all scores and reason codes whether oral or written shall be maintained by the applicant in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purpose for which the report is requested and will not sell or otherwise distribute to third parties any information received there under, except as otherwise required by law.

Unless explicitly authorized in this Agreement or in a separate agreement, between Client and End User, for scores obtained from credit repository, or as explicitly otherwise authorized in advance and in writing by credit repository through Client, End User shall not disclose to consumers or any third party, any not all such scores provided under this Agreement, unless clearly required by law. Reason codes may be utilized to assist in preparing an adverse action (denial letter) to consumer.

End User shall comply with all applicable laws and regulations in using the Scores and reason codes.

End User may not use the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of the credit repositories, Fair Isaac and Company, Client, the affiliates of them or of any other party involved in the provision of the Score without such entities written consent.

End User agrees not in any manner either directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Credit Repository/Fair Isaac in performing the Credit Repository Score.

Warranty: Credit Repository, Fair Isaac warrants the Credit Repository Score Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Credit Repository Score Model is applied is similar to the population sample on which the Credit Repository Score Model was developed, Credit Repository Score Model may be relied upon by Broker and/or End Users to rank consumers in order of the risk of unsatisfactory payment such consumers might present to End Users. Credit Repository/Fair Isaac further warrants that so long as it provides the Credit Repository Score Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 et seq. THE

FOREGOING WARRANTIES ARE THE ONLY WARRANTIES CREDIT REPOSITORY/FAIR ISAAC HAVE GIVEN BROKER AND/OR END USERS WITH RESPECT TO THE CREDIT REPOSITORY SCORE MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED CREDIT REPOSITORY/FAIR ISAAC MIGHT HAVE GIVEN BROKER AND/OR END USERS WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client and each respective End User's rights under the forgoing warranty are expressly conditioned upon each respective applicant's periodic revalidation of the Credit Repository Score Model in compliance with the requirements of regulation B as it may be amended from time to time (12 CFR section 202 et seq.)

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

## Credit Direct Service Agreement Addendum

The Credit Direct Addendum is entered into this \_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_, By and between Service 1<sup>st</sup> Information Systems, Inc. and \_\_\_\_\_ (“Client”).

**1. Purposes and Scope.** Client is currently using or will be using services of Service 1<sup>st</sup> Information Systems as described in the Service Agreement. Client desires to purchase and Service 1<sup>st</sup> Information Systems agrees to furnish the Credit Direct Program (the “service”), as described in materials provided, which is incorporated into and made a part of this Addendum. Accordingly, the parties hereby amend the Agreement with the terms and conditions of the Addendum and agree as follows:

**2. Provision of the Service and Disclaimer.** Service 1<sup>st</sup> Information Systems agrees to provide the Service to the Client, as available, on a non-exclusive basis during the term of the Addendum. It is understood that the Service applies only to information provided to client from the repositories accessed and that Service 1<sup>st</sup> Information Systems makes no representation or warranty that it can handle every consumer dispute that Client may submit through the Service.

**3. Pricing.** Client agrees to pay for the Service in accordance with the terms of the Service Agreement set forth.

**4. Responsibilities of Client and Service 1<sup>st</sup> Information Systems.** (A) Client will: (i) assure that all items in dispute submitted through the Service relate to credit repository information; (ii) assure that each such item submitted for the Service has been disclosed to the consumer prior to submission of the dispute; (iii) submit to Service 1<sup>st</sup> Information Systems for the Service, only those items Client reasonably believes constitutes a valid dispute; (iv) comply with all federal, state and local laws and regulations applicable to Client’s use of the Service; (v) make no warranties or guarantees of any kind or nature to the consumer; (vi) communicate the dispute to Service 1<sup>st</sup> Information Systems in accordance with Service 1<sup>st</sup> Information Systems procedures; and (vii) ASSURE THAT ANY COSTS OR FEES SERVICE 1<sup>ST</sup> INFORMATION SYSTEMS CHARGES CLIENT FOR THE SERVICE WILL UNDER NO CIRCUMSTANCES BE CHARGED BACK TO THE CONSUMER EITHER DIRECTLY OR INDIRECTLY. (B) Service 1<sup>st</sup> Information Systems will perform the Service in accordance with the federal Fair Credit Reporting Act and applicable state law equivalents.

**5. Indemnification.** Client will indemnify and hold harmless Service 1<sup>st</sup> Information Systems and its directors, officers, and its employees from and against, of whatever kind or nature and without limitation, any loss, cost, liability, and expense (including reasonable attorney’s fees) resulting from Client’s, its employee’s or agent’s acts or omissions related to this Agreement or breach of any obligation under this Agreement.

**6. Limitation of Liability.** Service 1st Information Systems and the repositories involved does not warrant that it can process or resolve any dispute through the Service and except as otherwise expressly provided in this agreement, neither party guarantees or warrants the correctness, merchantability or fitness for a particular purpose of the information or service provided to the other. Information corrected will be reflected on a new infile credit report only, which needs to be accessed by the Client. NO GUARANTEES ARE MADE ON SCORE REVISIONS.

**7. Incorporation and Ratification.** Except to the extent specifically modified by this Addendum, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and affirmed by Service 1st Information Systems and Client. The terms of this Addendum constitute the entire understanding of the parties with respect to the subject matter herein, and supersedes all prior agreements of understandings.

**8. Governance in the Event of Conflict.** To the extent of any conflict between the terms of this Addendum and those of the Agreement, the specific terms of this Addendum will control.

**Accepted and approved:**

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

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date