

SERVICE 1ST INFORMATION SYSTEMS
2789 Bechelli Lane
Redding, CA 96002
(877)814-1178

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: _____

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: _____

Full Name: _____ SSN: _____ D.O.B.: _____
Title: _____ Percentage of Ownership: _____
Home Address: _____ Apartment/Unit #: _____
City: _____ State: _____ Zip: _____
Email Address: _____

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COMPANY NAME _____

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 person(s) authorize Service 1st Information Systems to verify the information and to conduct business credit and public information source inquires regarding this company and to obtain personal credit reports. The undersigned person(s) waive any indemnify, defend and hold Service 1st Information Systems, Equifax, Experian, Trans Union, harmless for any injuries, claims or damages against the undersigned and caused by disclosure of information by Service 1st Information Systems to others.

Broker of Record: Company Officer or Principal:

Signature Date

Name: _____

Title: _____

Company Officer or Principal:

Signature Date

Name: _____

Title: _____

Company Officer or Principal:

SERVICE 1ST INFORMATION SYSTEMS

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 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 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 with 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

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.”

In compliance with Section 1785.14(a) of the California Civil Code, _____ (“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 1ST INFORMATION SYSTEMS

- Access to our services requires acknowledgement and acceptance of the below:**
- All software installations will be completed by a Service 1st Information Systems representative.
- Software installations may be done by an approved client with the specific authorization of a Service 1st Information Systems Manager.
- 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

Date

Authorized Representative (print name)

Authorized Representative Signature

Service 1st Information Systems

VERIFICATION CHECKLIST

1) Bank Name _____ Account # _____
Phone _____ Verified with _____
Date _____
Date opened _____ Account History/comments _____

2) Creditor Name _____ Account # _____
Phone _____ Verified with _____
Date opened _____ Pay History _____

3) Phone Directory listing Yes ___ No ___
Directory assistance listing Yes ___ No ___
Yellow pages listing Yes ___ No ___

4) Business Licenses:
Type _____ Exp Date _____
Type _____ Exp Date _____
Copies required.

5) CLIENT website address is [www._____](#)
+ Do website business/sales uses differ from stated nature of business? Yes ___ No ___
I certify that I have completed the verification as described above and provided accurate information to the best of my ability.

Print name _____ Signature _____
Date _____

ACCESS SECURITY REQUIREMENTS

Recognizing our obligation to fully support and implement policies that protect the confidential nature of the information in our data base and assure respect for consumer’s rights to privacy, only approved companies of our service have permissible purpose for obtaining credit reports, and are permitted to access to credit information.

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

- 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 person have knowledge of your password. The information should not be posted in any manner within your facility.
- Any system access software you may use must have your account number and password “hidden” or embedded so that the password is known only to supervisory personnel. Each end user of your system access software must then be assigned unique logon passwords.
- Your account number and passwords are not to be discussed by telephone to any unknown caller, even if caller claims to be an employee of Service 1st Information Systems.
- When processing a consumer credit report, you must enter the consumer’s full name including suffix (in any), social security number and minimum 2 years addresses.
- Any terminal devices used to obtain consumer reports should be turned off and locked after normal business hours, when unattended by your key personnel.
- Hard copies and electronic files of Service 1st Information System’s consumer reports are to be secured within your facility and protected against release or disclosure to unauthorized personnel.
- Hard copies of Service 1st Information Systems consumer reports are to be shredded when no longer needed and when it is permitted to do so by applicable regulation(s).
- Electronic files containing consumer report data and/or information will be completely erased or rendered un-readable when no longer needed and when destruction is permitted by applicable regulation(s).

RECORD RETENTION: It is important that you keep credit applications for reasonable period of time. This will help facilitate the investigation process if a consumer claims that your company inappropriately accessed their credit report. (Note: The Federal Equal Opportunity Act states that a creditor must preserve all written or recorded information connected with an applicant for not less than 36 months).

“Any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined not more than \$5,000.00 or imprisoned not more than one year, or both.” Federal Fair Credit Reporting Act (15 USC 1681q).

I have read and understand the Access Security Requirements and will implement and adhere to the above controls.

Company _____ Title: _____

Signature _____ Date: _____

Credit Direct Service Agreement Addendum

The Credit Direct Addendum is entered into this ____ day of _____, year _____, By and between Service 1st Information Systems and _____ (“Client”).

1. Purposes and Scope. Client is currently using or will be using services of Service 1st Information Systems as described in the Service Agreement. Client desires to purchase and Service 1st 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 1st 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 1st 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 1st 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 1st 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 1st Information Systems in accordance with Service 1st Information Systems procedures; and (vii) ASSURE THAT ANY COSTS OR FEES SERVICE 1ST INFORMATION SYSTEMS CHARGES CLIENT FOR THE SERVICE WILL UNDER NO CIRCUMSTANCES BE CHARGED BACK TO THE CONSUMER EITHER DIRECTLY OR INDIRECTLY. (B) Service 1st 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 1st 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

Dated

Score Addendum

Client _____ (“End User”) warrants that it has an agreement for service and an account in good standing with Service 1st 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: _____