

**Before U Rent.net** (a division of DM employer Services, Inc.)

**Fax Cover Sheet**

**Commercial Account Application**

**From:**

**Fax #:**

**Phone:**

**Fax To:** \_\_\_\_\_

Legal – Compliance Department 1.877-303-8233 \_\_\_\_\_

**Date:** \_\_\_\_\_ **Pages:** \_\_\_\_\_

**IMPORTANT**

**Incomplete applications may extend the time to approve your account; please complete all required forms.**

We will contact you with the status of your application, and notify you if any other documents or information is required.

**Please complete and return the following documentation in order to activate your account.**

- Signed membership agreement acknowledging FCRA responsibilities**
- If you are a Real Estate Broker or Agent please provide Real Estate License**
- Completed membership application**                       **Bank reference form**
- FCRA Acknowledgment**     **Billing information form**
- Access security requirements**     **On-site inspection form**
- Copy of the telephone bill verifying the business line**    **Three business references**
- Business license or articles of incorporation**
- If you are a property management company, please provide a list of all properties**
- Letter of intent on company letterhead**

**If company is a Sole Proprietor or Partnership please:**

- Complete the consent to credit check form
- Include a copy of the owner's government issued photo ID

**If Business has been open for less than 1 year please include two (2) of the following:**

- Copy of lease or proof of property ownership
- Copy of bank statement
- Copy of utility bill in the business name

**Please provide one (1) of the following:**

- Three (3) Completed Rental Applications
- Document of filings in landlord/tenant court
- Membership in a local, regional or national apartment association

## MEMBERSHIP AGREEMENT

### All Information Must Be Completed

Company Name:

Contact Name: Title:

Street Address: City: State: Zip:

Billing Address: Length of time  
at this address:

Business Phone: Additional Phone: Fax:

Email:

Authorized

User's Name:

Authorized

User's Name:

Type of Business: Corporation Partnership Sole Proprietor

Member Agreement entered into as of (date) \_\_\_\_\_, by Before U Rent.net (a division of DM Employer Services, Inc.), A Florida Corporation (Before U Rent.net) and

(Company Name) \_\_\_\_\_ ("Member"), a (state)

\_\_\_\_\_ Business and/or Corporation. Member is engaged in the (tenant screening, pre-employment, etc) \_\_\_\_\_ business.

### Before U Rent.net (a division of DM Employer Services, Inc.) and Member agree as follows:

**1. Purpose & Scope of Services.** Member desires to obtain from Before U Rent.net Consumer Reports for tenant screening or employment purposes as defined in the Fair Credit Reporting Act and in accordance with the written instructions of the consumer ("Consumer Reports") which may include, but are not limited to: credit information, criminal and non-criminal information, drug screening, social security verifications, and other consumer-related information as assembled or obtained by Before U Rent.net. As a condition to permitting Member to obtain Consumer Reports, Before U Rent.net requires Member to enter into this Agreement.

**2.** Before U Rent.net also offers to Member, credit scores which evaluate certain information in the credit report on an individual consumer which is obtained from nationwide consumer reporting agencies. The credit scores rank order the consumer with respect to likely credit performance. Member hereby requests that Before U Rent.net provide scores when requested by Member, and Before U Rent.net agrees to provide such scores. Such scores are subject to all the other conditions in this Agreement that pertain to credit reports, including the Warranty and Disclaimer provisions, and are themselves considered credit reports.

### 3. Member's Obligations and Legal Compliance

**3.1.** Member agrees that the Consumer Reports are being ordered for tenant screening or employment purposes only and will be used for the purpose of evaluating the subject ("Consumer") for a tenancy or for an Employment Purpose limited to employment, promotion, reassignment, or retention as an employee ("Permissible Purposes"). Member's use of Consumer Reports for any purpose other than a Permissible Purposes is PROHIBITED unless Member specifically notifies Before U Rent.net in writing that it intends to use a Consumer Report for another purpose and obtains Before U Rent.net's written approval to use such Consumer Report for the other purposes prior to Member ordering such Consumer Report. Such other purpose must be a permissible purpose as defined in the Fair Credit Reporting Act (FCRA).

**3.2.** Member shall not obtain from, rely on or hold Before U Rent.net responsible for any information or opinions regarding legal compliance provided by Before U Rent.net. Information provided by Before U Rent.net does not replace or waive Member's compliance obligations under any applicable laws or this Agreement. Member acknowledges and agrees that it should obtain such legal compliance information or any other advice regarding legal compliance from its own counsel. Attached to this agreement is the Notice of User Responsibilities prescribed by the Federal Trade Commission.

### 3.3. Consumer Report for Employment Purposes

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**3.3.1.** As a condition to ordering and obtaining consumer reports from Before U Rent.net for Employment Purposes, Member agrees as follows:

Member certifies to Before U Rent.net that with respect to each Consumer Report ordered from Before U Rent.net for employment purposes:

1) Member will use such report solely for evaluating the subject of the report for Employment Purposes and for no other

purpose. "Employment Purposes" is a report used for employment, promotion, reassignment, or retention as an employee.

a) Prior to ordering the report, or causing the report to be ordered:

i) Member will have made a clear and conspicuous written disclosure to the consumer, in a document consisting solely of the disclosure, that a report may be obtained for Employment Purposes; and

ii) Member will have obtained the consumer's written authorization to obtain the report; such authorization may be in the same document as the disclosure.

b) Prior to taking any adverse action based in whole or in part on the report, Member will provide the following to the consumer:

i) A copy of the report; and

ii) A written description of the rights of the consumer under FCRA as prescribed by the Federal Trade Commission ("FCRA Summary of Rights"). A copy of the FCRA Summary of Rights is attached hereto.

c) Before Member takes any adverse action against the consumer based in whole or in part on the report, Member shall give the consumer a reasonable amount of time after the copy of the report and FCRA Summary of Rights have been furnished to the consumer to dispute the accuracy and completeness of the information in the report.

d) If Member takes any adverse action with respect to the employment of the consumer based in whole or in part on any information in the Consumer Report, Member will provide the consumer with all of the following:

i) Notice of the adverse action;

ii) Before U Rent.net's name, address, and telephone number;

iii) A statement that Before U Rent.net did not make the decision to take the adverse action and is unable to provide the consumer the specific reasons why the adverse action was taken;

iv) Notice of the consumer's right to obtain a free copy of the report from Before U Rent.net if, within 60 days after receipt of the notice, he or she requests a copy from Before U Rent.net; and

v) Notice of the consumer's right under the FCRA to dispute with Before U Rent.net the accuracy or completeness of any information in the report.

**3.3.2.** Member further agrees not to use any information in the Consumer Report in violation of any applicable Federal or State equal employment opportunity law or regulation.

**3.3.3.** Member will retain the Consumer authorizations for at least five (5) years, and will make available copies or originals of any or all such authorizations as may be requested from time to time by Before U Rent.net. Prior to destroying any such authorizations, Member will notify Before U Rent.net and provide Before U Rent.net a reasonable opportunity to obtain the authorizations at Before U Rent.net's expense.

**3.3.4.** If Member is requesting Before U Rent.net to verify an individual's current employment status, Member represents and warrants that it has obtained permission from the Consumer to contact the Consumer's current employer to verify the Consumer's employment status for Employment Purposes.

**3.4.** Member agrees not to resell, sub-license, deliver, display or otherwise distribute any Consumer Reports to any third party except as required by law. Member further agrees that any information in the Consumer Reports will not be shared with any third party.

**3.5.** In addition, by placing each order for a Consumer Report, Member hereby re-certifies its obligations as set forth herein in Section 2.

## **3.6. END USER CERTIFICATION OF COMPLIANCE**

### **California Civil Code - Section 1785.14(a)**

**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 only be used for a permissible purpose unless all of the following requirements are met:

**Section 1785.14(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 or 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."<sup>4</sup>

**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 prospective user verifies any address change by, among other methods, contacting the person to whom 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 circle) 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.

**3.7. Vermont Certification:** Member certifies that it will comply with applicable provisions under Vermont law (VFCRA). In particular, Member certifies that it will order Consumer Reports relating to Vermont residents, as defined by the VFCRA, only after Member has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Member further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from Before U Rent.net.

**4. THE FAIR CREDIT REPORTING ACT 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.**

**5. Warranties and Remedies.** All CONSUMER REPORTS ARE PROVIDED "AS IS". BEFORE U RENT.NET MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY CONSUMER REPORT, THAT WILL MEET MEMBER'S NEEDS, OR THAT WILL BE PROVIDED ON AN UNINTERRUPTED BASIS, AND BEFORE U RENT.NET EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. BEFORE U RENT.NET WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES FOR LOSS OF PROFITS, WHETHER INCURRED AS A RESULT OF NEGLIGENCE OR OTHERWISE, EVEN IF BEFORE U RENT.NET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, BEFOREURENT.NET AGREES TO BE RESPONSIBLE FOR ACTUAL DAMAGES TO THE EXTENT OF AND MAXIMUM STATED HEREIN FOR THIRD PARTY CLAIMS DIRECTLY RESULTING FROM BEFORE U RENT.NET'S SOLE NEGLIGENCE IN ASSEMBLING THE CONSUMER REPORT. Before U Rent.net's maximum aggregate liability for damages in connection with Consumer Reports will not exceed an amount equal to the price paid by Member to Before U Rent.net for such Consumer Report at issue. Member shall indemnify, defend and hold harmless Before U Rent.net from and against any and all claims, suits, proceedings, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) brought against, or suffered by, any third party arising or resulting from, or otherwise in connection with Member's: i) use of the Consumer Reports, ii) breach of any of its representations, warranties, or agreements as stated herein, and/or iii) NEGLIGENCE or WILLFUL misconduct.

**6. Data Compilation.** Member shall not use the data from Consumer Report supplied by Before U Rent.net to directly or indirectly compile, store, or maintain the data to develop its own source or database of Consumer Reports.

**7. Additional Restrictions.** Before U Rent.net may from time-to-time impose additional restrictions, procedures or processes upon the use and/or delivery of the Consumer Reports, which it believes to be prudent to ensure compliance with applicable laws.

**8. Fees.** In consideration of the Consumer Reports supplied herein, Member agrees to pay the fees or other charges for services as set forth in Schedule A, which shall be nonrefundable. Member agrees to pay for services immediately upon receipt of monthly billing and further agrees to pay a finance charge of the greater of 1.5% per month or the maximum rate allowed by law for any account in arrears. If the account goes to collection, Member agrees to pay all collection expenses, including attorneys' fees and court costs.

#### **9. Term and Termination**

**9.1.** The term of this Agreement shall begin on the date hereof and will continue for a period of one year unless earlier terminated, renewed or extended in accordance with the terms of this Agreement. This Agreement will renew automatically for successive one (1) year periods unless either party gives written notice to the other party of its intent not to renew no less than thirty (30) days prior to the end of the term.

**9.2.** Either party may terminate this Agreement without cause by providing ninety (90) days' prior written notice, or terminate with cause, as defined as a material breach of this Agreement, with thirty (30) days' prior written notice, subject to a 30 day right to cure.

#### **10. General Provisions**

**10.1. Severability.** If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**10.2. Survival and Modifications.** Any provision of this Agreement, which contemplates performance subsequent to the termination of this Agreement, shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied. No change or modification may be made to this Agreement except in writing executed by Member and Before U Rent.net.

**10.3. Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile **or electronic signature** is binding upon the other party as an original. The parties shall treat a copy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so by and on behalf of the party for whom they are signing.

**10.4. Governing Law and Forum.** This Agreement shall be interpreted in accordance with the laws of the state of Washington. All litigation arising out of this Agreement shall be commenced in Washington, and the parties hereby consent to such jurisdiction and venue.

**10.5. Relationship.** Neither party is a partner, joint venturer, agent or representative of the other party solely by virtue of this Agreement. Neither party has the right, power or authority to enter into any contract or incur any obligation, debt or liability on behalf of the other party.

**10.6. Uncontrollable Events.** Before U Rent.net shall not be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises for reasons beyond its reasonable control. The time for performance of any act delayed by such causes shall be postponed for a period equal to the delay.

**10.7. Assignment.** Member may not assign or transfer this Agreement without the prior written consent of Before U Rent.net. BeforeURent.net may revise the provisions or terminate this Agreement immediately upon written notice if Member is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or in any other position of financial distress, or if Member undergoes a change of ownership.

**10.8. Notices.** Any notice by either party shall be given in writing and delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below.

**10.9. Miscellaneous.** Headings of each section shall have no effect upon the construction or interpretation of any part hereof. This Agreement shall be construed as if it were jointly prepared. The Schedules to this Agreement constitute integral parts and are hereby incorporated into this Agreement by this reference.

**10.10. Exhibits.** (*when applicable*) Attached hereto are a Membership Information Sheet, Access Security Requirements, a Letter of Intent, A Bank Credit Reference Form, Billing Information, and a Physical Inspection Sheet. By signing below, Member certifies that the statements made therein are true. In addition, in the case of a sole proprietorship, owner of Member will sign the Release of Credit Information Document for Sole Proprietorships permitting Before U Rent.net to obtain his or her personal credit report in connection with establishing this account.

#### **THIS CREDIT SCORING SERVICES AGREEMENT**

("Agreement"), dated: \_\_\_\_\_, between \_\_\_\_\_  
("End User") and BeforeURent.net (A DIVISION OF DM EMPLOYER SERVICES, INC.) . ("Provider")

WHEREAS, Provider is an authorized reseller of Experian Information Solutions, Inc. (“Experian”); and WHEREAS, Experian and Fair, Isaac Corporation (“Fair, Isaac”) offer the “Experian/Fair, Isaac Model”, consisting of the application of a riskmodel developed by Experian and Fair, Isaac which employs a proprietary algorithm and which, when applied to credit information relating to individuals with whom the End User contemplates entering into a credit relationship will result in a numerical score (the “Score” and collectively, “Scores”); the purpose of the models being to rank said individuals in order of the risk of unsatisfactory payment.

NOW, THEREFORE, For good and valuable consideration and intending to be legally bound, End User and Provider hereby agree as follows:

### **1. General Provisions**

**A. Subject of Agreement.** The subject of this Agreement is End User’s purchase of Scores produced from the Experian/Fair, Isaac Model from Provider.

**B. Application.** This Agreement applies to all uses of the Experian/Fair, Isaac Model by End User during the term of this agreement.

### **2. Experian/Fair, Isaac Scores**

**A. Generally.** Upon request by End User during the Term, Provider will provide End User with the Scores.

**B. Warranty.** Provider warrants that the Scores are empirically derived and statistically sound predictors of consumer credit risk on the data from which they were developed when applied to the population for which they were developed. Provider further warrants that so long as it provides the Scores, the Scores will not contain or use any prohibited basis as defined by the federal Equal Credit Opportunity Act, 15 USC Section 1691 *et seq.* or Regulation B promulgated thereunder. **THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES PROVIDER HAS GIVEN END USER WITH RESPECT TO THE SCORES, AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, PROVIDER MIGHT HAVE GIVEN END USER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** End User’s rights under the foregoing warranties are expressly conditioned upon End User’s periodic revalidation of the Experian/Fair, Isaac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 *et seq.*).

**D. Release.** End User hereby releases and holds harmless Provider, Fair Isaac and/or Experian and their respective officers, directors, employees, agents, sister or affiliated companies, and any third-party contractors or suppliers of Provider, Fair, Isaac or Experian from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by End User resulting from any failure of the Scores to accurately predict that a United States consumer will repay their existing or future credit obligations satisfactorily.

### **3. Intellectual Property**

**A. No License.** Nothing contained in this Agreement shall be deemed to grant End User any license, sublicense, copyright interest, proprietary rights, or other claim against or interest in any computer programs utilized by Provider, Experian and/or Fair, Isaac or any third party involved in the delivery of the scoring services hereunder. End User acknowledges that the Experian/Fair, Isaac Model and its associated intellectual property rights in its output are the property of Fair, Isaac.

**B. End User Use Limitations.** By providing the Scores to End User pursuant to this Agreement, Provider grants to End User a limited license to use information contained in reports generated by the Experian/Fair, Isaac Model solely in its own business with no right to sublicense or otherwise sell or distribute said information to third parties. Before directing Provider to deliver Scores to any third party (as may be permitted by this Agreement), End User agrees to enter into a contract with such third party that (1) limits use of the Scores by the third party only to the use permitted to the End User, and (2) identifies Experian and Fair, Isaac as express third party beneficiaries of such contract.

**C. Proprietary Designations.** End User shall not use, or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other proprietary designations of Provider, Experian or Fair, Isaac or their respective affiliates, whether registered or unregistered, without such party’s prior written consent.

### **4. Compliance and Confidentiality**

**A. Compliance with Law.** In performing this Agreement and in using information provided hereunder, End User will comply with all Federal, state, and local statutes, regulations, and rules applicable to consumer credit information and nondiscrimination in the extension of credit from time to time in effect during the Term. End User certifies that (1) it has a permissible purpose for obtaining the Scores in accordance with the federal Fair Credit Reporting Act, and any similar applicable state statute, (2) any use of the Scores for purposes of evaluating the credit risk associated with applicants, prospects or existing customers will be in a manner consistent with the provisions described in the Equal Credit Opportunity Act (“ECOA”), Regulation B, and/or the Fair Credit Reporting Act, and

(3) the Scores will not be used for Adverse Action as defined by the Equal Credit Opportunity Act (“ECOA”) or Regulation B, unless adverse action reason codes have been delivered to the End User along with the Scores.

**B. Confidentiality.** End User will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered hereunder. End User will take reasonable precautions to assure that such information will be held in strict confidence and disclosed only to those of its employees whose duties reasonably relate to the legitimate business purposes for which the information is requested or used and to no other person. Without limiting the generality of the foregoing, End User will take suitable precautions to prevent loss, compromise, or misuse of any tapes or other media containing consumer credit information while in the possession of End User and while in transport between the parties. End User certifies that it will not publicly disseminate any results of the validations or other reports derived from the Scores without each of Experian’s and Fair, Isaac’s express written permission.

**C. Proprietary Criteria.** Under no circumstances will End User attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian and/or Fair, Isaac in performing the scoring services hereunder.

**D. Consumer Disclosure.** Notwithstanding any contrary provision of this Agreement, End User may disclose the Scores provided to End User under this Agreement (1) to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only, and (2) as clearly required by law.

#### **5. Indemnification and Limitations**

**A. Indemnification of Provider, Experian and Fair, Isaac.** End User will indemnify, defend, and hold each of Provider, Experian and Fair, Isaac harmless from and against any and all liabilities, damages, losses, claims, costs, and expenses (including attorneys’ fees) arising out of or resulting from any nonperformance by End User of any obligations to be performed by End User under this Agreement, *provided that* Experian/Fair, Isaac have given End User prompt notice of, and the opportunity and the authority (but not the duty) to defend or settle any such claim.

**B. Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL PROVIDER, EXPERIAN OR FAIR, ISAAC HAVE ANY OBLIGATION OR LIABILITY TO END USER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY END USER, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT END USER WAS ADVISED SUCH DAMAGES MIGHT ARISE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PROVIDER, EXPERIAN OR FAIR, ISAAC TO END USER EXCEED THE FEES PAID BY END USER PURSUANT TO THIS AGREEMENT DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF END USER’S CLAIM.

#### **6. Miscellaneous**

**A. Third Parties.** End User acknowledges that the Scores results from the joint efforts of Experian and Fair, Isaac. End User further acknowledges that each Experian and Fair, Isaac have a proprietary interest in said Scores and agrees that either Experian or the Fair, Isaac may enforce those rights as required.

**B. Complete Agreement.** This Agreement sets forth the entire understanding of End User and Provider with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto. In Witness Whereof, Before U Rent.net (a division of DM Employer Services, Inc.) and Member have caused this Agreement to be executed by their duly authorized representatives as of the date first written above (Effective Date).

#### **To be Completed by Member**

Name:

Title:

Signature:

Date:

Physical Address:

City: State: Zip:

Contact Name: Phone Number:

Contact Email:

Fax Number:

**Completed by BEFORE U RENT.net (A DIVISION OF DM EMPLOYER SERVICES, INC.)**

Approved By:

(Before U Rent.net Agent)

Title: Date:

**Prescribed Notice of User Responsibilities** This appendix prescribes the content of the required notice.

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

The federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. 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. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet web site (<http://www.ftc.gov>).

### **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 of the FCRA 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 unsolicited offers of credit or insurance. The particular obligations of users of this "prescreened" information are described in Section V below.

#### **B. Users Must Provide Certifications**

Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA (by a general or specific certification, as appropriate) 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 of the FCRA. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact -- such as unfavorably changing credit or contract terms or conditions, denying or canceling credit or insurance, offering credit on less favorable terms than requested, or denying employment or promotion.

##### **1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action that is based at least in part on information contained in a consumer report, the user is required by Section 615(a) of the FCRA 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 requests the report 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) of the FCRA requires that the user clearly and accurately disclose to the consumer his or her right to obtain disclosure of the nature of the information that was relied upon by making 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 notification 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. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b)(2).)

## **II. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**

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 prior written authorization from the consumer.
- 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, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b)(1)(B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.)

## **III. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS**

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. 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 of the FCRA 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 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 must include the summary of consumer rights required by Section 609 of the FCRA. (The user should be able to obtain a copy of the notice of consumer rights from the CRA that provided the consumer report.)

- 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 that was requested. 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.

#### **IV. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION**

Section 604(g) of the FCRA prohibits consumer reporting agencies from providing consumer reports that contain medical information for employment purposes, or in connection with credit or insurance transactions, without the specific prior consent of the consumer who is the subject of the report. In the case of medical information being sought for employment purposes, the consumer must explicitly consent to the release of the medical information in addition to authorizing the obtaining of a consumer report generally.

#### **V. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. *Sections 603(l), 604(c), 604(e), and 615(d)* This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA 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. This statement must include the address and toll-free telephone number of the appropriate notification system.

#### **VI. OBLIGATIONS OF RESELLERS**

Section 607(e) of the FCRA 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:
  - the identity of all end-users;
  - certifications from all users of each purpose for which reports will be used; and
  - 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.

#### **VII. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state or federal 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*

#### **Prescribed Summary of Consumer Rights**

The prescribed form for this summary is as a separate document, on paper no smaller than 8x11 inches in size, with text no less than 12-point type (8-point for the chart of federal agencies), in bold or capital letters as indicated. The form in this appendix prescribes

both the content and the sequence of items in the required summary. A summary may accurately reflect changes in numerical items that change over time (e.g., dollar amounts, or phone numbers and addresses of federal agencies), and remain in compliance.

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future

lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.

• **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

**FOR QUESTIONS OR CONCERNS REGARDING: PLEASE CONTACT:**

CRAAs, creditors and others not listed below

Federal Trade Commission

Consumer Response Center - FCRA

Washington, DC 20580

1-877-382-4367 (Toll-Free)

National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)

Office of the Comptroller of the Currency

Compliance Management, Mail Stop 6-6

Washington, DC 20219

800-613-6743

Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)

Federal Reserve Board

Division of Consumer & Community Affairs

Washington, DC 20551

202-452-3693

Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name) Office of Thrift Supervision Consumer Programs

Washington, DC 20552

800-842-6929

Federal credit unions (words "Federal Credit Union" appear in institution's name) National Credit Union Administration

1775 Duke Street

Alexandria, VA 22314

703-518-6360

State-chartered banks that are not members of the Federal Reserve System

Federal Deposit Insurance Corporation

Division of Compliance & Consumer Affairs

Washington, DC 20429

800-934-FDIC

Air, surface, or rail common carriers regulated by former

Civil Aeronautics Board or Interstate Commerce Commission

Department of Transportation

Office of Financial Management

Washington, DC 20590

202-366-1306

Activities subject to the Packers and Stockyards Act, 1921

Department of Agriculture

Office of Deputy Administrator - GIPSA

Washington, DC 20250

202-720-7051

**Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)**

**§ 2480e. Consumer consent**

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

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**VERMONT RULES \*\*\* CURRENT THROUGH JUNE 1999 \*\*\* AGENCY 06. OFFICE OF THE ATTORNEY GENERAL SUB-AGENCY 031. CONSUMER PROTECTION DIVISION CHAPTER 012. Consumer Fraud--Fair Credit Reporting RULE CF 112 FAIR CREDIT REPORTING CVR 06-031-012, CF 112.03 (1999) CF 112.03 CONSUMER CONSENT**

**(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request.**

**The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.**

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

## **FCRA ACKNOWLEDGEMENT**

### **Federal Fair Credit Reporting Act (FCRA--Public Law 91-508)**

Although the amendment to the Consumer Credit Protection Act primarily regulates the operations of consumer reporting agencies it also affects you, our subscriber. We require that you and your employees become familiar with the following sections:

§604 Permissible Purpose of Reports

§607 Obligations of Resellers

§615 Requirements on Users of Consumer Reports

§619 Obtaining Information Under False Pretenses

§612 Responsibilities of Furnishers & Obligations of Users of Consumer Reports

All five (5) sections are of direct consequence to users who obtain reports on consumers.

Before U Rent.net (A DIVISION OF DM EMPLOYER SERVICES, INC.) strongly endorses the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce. In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we require that you and your staff become fully familiar with all relevant federal statutes of the states in which you operate.

Please confirm your receipt of this notice by signing and returning a copy of this FCRA Acknowledgement.

### **Signed Acknowledgement**

Company Name:

Typed or Printed Name and Title:

Authorized Signature:

Date:

## MEMBERSHIP CHECKLIST AND BUSINESS

### REFERENCES

**Membership information**

**Company Name:**

**Date: Info Provided By: Title:**

**Signature:**

**What will you be using E Renters Credit Report for? Tenant Screening Other explain:**

**Business has existed for?**

**Years: Months:**

**Business Type:** *(located in home or commercial space?)*

**Commercial Residential**

**Yes No If residential, is there a separate office in home?**

**Yes No Do you have a website? If yes, provide address:**

**Yes No Separate telephone listing exists for business?**

**Yes No Do you understand Fair Credit Reporting Act responsibilities?**

**Yes No Do you understand that your business, as the end user, cannot resell information obtained from EUL?**

**Yes No Do you understand the access security responsibilities for the information supplied to you by EUL?**

**Is business associated or affiliated with any of the following? Check all that apply.**

**Credit Repair**  **Bail Bonds Company**  **Dating Service**

**Media**  **Private investigation**  **Legal Services**

**Law Enforcement**  **Asset Location**

**Provide Three (3) Business/Credit References excluding credit card accounts (must be listed in a business directory)**

**#1 Business Name: Balance: Credit Limit:**

**Address: City: State: Zip:**

**Account #: Date Opened: Comments:**

**Phone: Contact Name:**

**#2 Business Name: Balance: Credit Limit:**

**Address: City: State: Zip:**

**Account #: Date Opened: Comments:**

**Phone: Contact Name:**

**#3 Business Name: Balance: Credit Limit:**

**Address: City: State: Zip:**

**Account #: Date Opened: Comments:**

**Phone: Contact Name:**

### ACCESS SECURITY REQUIREMENTS

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. Capitalized terms used herein have the meaning given in the Glossary attached hereto. The credit reporting agency reserves the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security. In accessing the credit reporting agency's services, 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."*

**I Agree To Implement And Adhere To The Above Controls.**

Company Name:

Printed Name and Title

Signature:

Date:

## **GLOSSARY**

### **TERM DEFINITION**

#### **Computer Virus**

A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.

**Confidential** Very sensitive information. Disclosure could adversely impact our company.

**Encryption** Encryption is the process of obscuring information to make it unreadable without special knowledge.

#### **Firewall**

In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.

#### **Information Lifecycle**

(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.

#### **IP Address**

A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices – including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network.

It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.

**Peer-to-Peer** A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.

**Router** A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.

#### **Spyware**

Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet  
**SSID** Part of the Wi-Fi Wireless LAN, a service set identifier (SSID) is a code that identifies each packet as part of that network. Wireless devices that communicate with each other share the same SSID.

**Subscriber Code** Your seven digit credit reporting agency account number.

#### **WEP Encryption**

(Wired Equivalent Privacy) A part of the wireless networking standard intended to provide secure communication. The longer the key used, the stronger the encryption will be. Older technology reaching its end of life.

#### **WPA**

(Wi-Fi Protected Access) A part of the wireless networking standard that provides stronger authentication and more secure communications. Replaces WEP. Uses dynamic key encryption verses static as in WEP (key is constantly changing and thus more difficult to break than WEP).

## **Letter of Intent (Instructions)**

Please prepare and send along with the other listed required documents a letter of intent. This letter must be

printed on your company letterhead and must be signed by an officer, owner or authorized manager of your

company. This letter of intent must include, at a minimum, the following information:

- The nature of your business
- Your intended use for our service
- Your anticipated monthly volume
- Your intent as to whether you anticipate your access to be primarily local, regional, or national

Thank you,

Before U Rent.net Legal Team

Before U Rent.net (A DIVISION OF DM EMPLOYER SERVICES, INC.) .

Tel. 877-303-8233

Fax 727-546-3500

## **BANK CREDIT REFERENCE FORM**

### **PLEASE PROVIDE INFORMATION FOR YOUR FINANCIAL INSTITUTION**

Date:

Account Number:

Bank Name:

Account Type:

Address: City: State: Zip:

Telephone: Fax:

Bank Contact:

Title:

Dear Bank Officers:

I authorize you to release the credit information about my account standing, payment history and account details to Before U Rent.net (A DIVISION OF DM EMPLOYER SERVICES, INC.) to be used explicitly for the establishment to open an account and credit line. The information is to be kept within the strictest of confidence.

Company Name:

Authorized Signature:

Printed Name: Title:

### **TO BE COMPLETED BY FINANCIAL INSTITUTION**

Dear Bank Officers:

The above customer has given your bank as a reference. Please supply us with the following information, and return this form to us as soon as possible. Fax to: 727-546-3500

Date Account Opened:

Average Balance Maintained:

Name on Account:

Phone Number on Account:

Non-Sufficient History:

Prepared by: Date:

Authorized

Signature: Title:

## **BILLING INFORMATION**

### **Billing Address**

Business Name:

Federal ID Number:

Address: City: State: Zip:

Contact Name: Title: Business Phone:

Website Address: Email Address:

Authorized Signature: Title:

### **Please choose one of the following options for payment**

Credit Card ACH Check

### **Please complete, if you selected credit card payment**

Credit Card Type Credit Card Number Expiration:

Name as it appears on the card:

Street Address:

City: State: Zip:

### **Please complete if you selected ACH payment**

Bank Name: ABA# (attach a copy of a voided check)

Name on the Account: Account Number:

Street Address:

City: State: Zip:

By my signature below I authorize Before U Rent.net (A DIVISION OF DM EMPLOYER SERVICES, INC.) to charge the above account each month for charges incurred during the previous month.

### **Please Sign And Date Below**

Name: Title:

Signature: Date:

## **PHYSICAL INSPECTION AUTHORIZATION**

### **Commercial Address Inspection**

Business Name:

Physical Address:

City: State: Zip

Contact: Secondary Contact:

Phone: Phone:

Cell Phone: Cell Phone:

I, \_\_\_\_\_ acknowledge and understand that as part of the set up process to open a business commercial account there must be an onsite inspection performed at my place of business.

Signature:

Title Date:

I understand that Before U Rent.net (A DIVISION OF DM EMPLOYER SERVICES, INC.) . can not open a business commercial account with my company until the onsite inspection is complete. I also acknowledge that there is a \$65.00 fee per on-site inspection(s) that will be billed to the credit/debit card authorized below. I acknowledge that this fee is non-refundable, even if I do not qualify for an account with BeforeURent.net (A DIVISION OF DM EMPLOYER SERVICES, INC.) .

Card Type: Visa MasterCard American Express Discover

Credit Card Number:

Expiration:

Name on Card:

Address:

City:  
State: Zip:  
Signature:  
Date:

## **CONSENT TO RELEASE CREDIT INFORMATION**

**Complete this form if your business is a Sole Proprietor Or Partnership**

First Name:  
Last Name:  
Social Security Number:  
Address: City: State: Zip:

I, \_\_\_\_\_, authorize Before U Rent.net (A DIVISION OF DM EMPLOYER SERVICES, INC.) to obtain a copy of my consumer credit profile for the purposes of establishing a commercial account with access to consumer credit reports. I understand that this is a requirement that TransUnion has set forth and without my consent for the credit report I cannot establish an account with the Before U Rent.net (A DIVISION OF DM EMPLOYER SERVICES, INC.) .

Signature:  
Date: