



Account Enrollment Process



Thank you for your interest in First Advantage CREDCO, LLC doing business as First American CREDCO and CBA Information Solutions (collectively "FAC"). As the leading provider of specialty credit reports, processing one-in-every-three reports used by the mortgage industry, you can depend on us for the information you need to close deals faster and with confidence.

The Federal Fair Credit Reporting Act (FCRA), applicable state laws and other regulatory requirements strictly regulate access to consumer credit reports. For this reason, we require certain information from you before we can process your request for enrollment.

Enrollment Procedure

The following is a list of documents we will need in order to activate your account. Please have the same individual sign the documents where signatures are required.

1. **Agreement for Service* & Customer Profile:** these documents must be completed and signed by an authorized individual. **Exhibit A is used when a subsidiary of the company who is signing the AFS wants to also access credit reports. However, that entity must be controlled by the company signing the AFS (as mentioned in new Section 1 of the AFS).*
2. **Continuing Guaranty:** this document is only required for businesses that have been established, organized or incorporated for less than one year. It must also be completed and signed by the same authorized individual who signed the Agreement for Service.
3. **Proof of Bona Fide Business:** a copy of a certified business license, or an official state or federally filed document displaying the business name must be included with the application.
4. **Business Bank Account Statement & Business Phone Bill:** if provided, these documents will expedite the processing of your application. May be required if unable to verify by phone or fax. The documents must be dated within the last 45 days and must be in the company's name.

For your convenience we've included a fax cover sheet. Please fax the above-mentioned documents to: **1.800.494.2580**

Compliance Review

Once we receive and accept your signed enrollment documents, our Compliance Department will proceed with the following steps:

1. **Review & Verification:** Review and verification of your enrollment documents may take up to 3 business days.
2. **Physical Inspection:** To assure FCRA compliance, companies accessing consumer credit reports are required to pass a physical inspection of their premises. There is a \$75 charge for the inspection, which will be included on your first monthly invoice. *Please contact your sales representative for more details.*
3. **Customer Notification:** Once the Compliance Review is complete, a member of our support team will contact you via e-mail or phone to notify you that your account has been activated.

Our Most Valuable Service – Customer Support

We're known as the industry's leader in customer care and technical support. Every employee is FCRA certified. Our credit specialists are assigned to your account and are available by phone, fax and email. If you have any questions about the enrollment process, please feel free to contact us at: **1.800.577.8787**.

ENROLLMENT DOCUMENTS ENCLOSED	
<input checked="" type="checkbox"/> Account Enrollment Process	<input checked="" type="checkbox"/> Customer Profile
<input checked="" type="checkbox"/> Agreement For Service (AFS)	<input checked="" type="checkbox"/> Fax Cover Sheet
<input checked="" type="checkbox"/> Exhibit A Client Affiliates	
<input checked="" type="checkbox"/> Continuing Guaranty	

AGREEMENT FOR SERVICE

In order to receive various information services ("Information Service(s)") from First Advantage CREDCO, LLC doing business as First American CREDCO and CBA Information Solutions (collectively, "FAC"), the undersigned Client ("Client") agrees to the terms and conditions set forth in this agreement and the exhibits attached hereto (together, this/the "Agreement"). If there is a conflict between the general terms and conditions of this Agreement and any exhibit, the provisions of the exhibit will govern and control. This Agreement applies to every kind of information, software or service provided by FAC to Client, even if a given type of service or information is not specifically referred to in this Agreement or is not currently provided by FAC, unless the service is furnished pursuant to a separate written agreement with FAC, executed and effective after the date this Agreement becomes effective, and containing an "entire agreement" or "merger" clause. **THIS AGREEMENT DOES NOT ESTABLISH ANY OBLIGATION ON THE PART OF FAC TO PROVIDE ANY INFORMATION SERVICES TO CLIENT UNTIL FAC HAS NOTIFIED CLIENT THAT ACCOUNT SET-UP HAS BEEN COMPLETED AND FAC HAS ISSUED ACCESS CODES TO CLIENT.**

1. FAC will provide its Information Services, as available, to Client and Client Affiliates during the term of this Agreement. "Client Affiliates" are those entities listed in Exhibit "A", which are and will be at all times entities, which are controlled by, or are under common control with Client. "Control" means having the ability to direct the management and policies of the entity in question, whether directly or indirectly. Client represents and warrants that it has the full power and authority to bind each Client Affiliate to every obligation of Client in this Agreement, and Client's signature to this Agreement will bind each Client Affiliate. At FAC's request, Client will cause any Client affiliate to provide FAC with written certification substantially similar to the ones made by Client in Sections 2 and 20 below. References throughout this Agreement to "Client" will apply as well to any Client Affiliate using the Information Services, as appropriate.

2. Client certifies and agrees that it will order Information Services as an end-user. Client further certifies and agrees that it will order Information Services that are consumer reports ("Basic Reports") credit risk scores ("Scores") and other enhancements to the Basic Report solely for the permissible purposes Client has specified in Section 20 below and no other purpose. For purposes of this Agreement, the term "Credit Reports" includes Basic Reports, Scores, and other enhancement to Basic Reports, individually or collectively, as the context requires. Client agrees to obtain a signed written authorization from each consumer prior to ordering a Credit Report on such person, will maintain all authorizations on file for at least five (5) years, and will provide FAC with copies (or originals) on request. Exhibit B is hereby reserved.

3. **Client agrees that it will not order Credit Reports for employment purposes or transactions not initiated by the consumer (prescreening) unless approved beforehand in writing by FAC.** Client agrees not to resell or otherwise disclose Credit Reports (or any part thereof), except in connection with the sale of a loan to which the Credit Report relates, to the consumer if adverse action has been taken based on the report, or as otherwise required by law. Client agrees to refer consumers to FAC for all substantive inquiries regarding Credit Reports, to obtain the written permission of the consumer to obtain the Credit Report where required under applicable state laws in the form required under such laws, and to provide all notices and disclosures required under federal and state laws. Client understands that the Fair Credit Reporting Act ("FCRA"), 15 USC 1681 et seq., provides that any person "who knowingly and willfully obtains information on a consumer from a consumer reporting agency [such as FAC] under false pretenses shall be fined under title 18, imprisoned for not more than 2 years, or both." Client acknowledges that it understands its obligations under the FCRA and applicable state laws in ordering and using Credit Reports, and Client agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance.

4. Client represents that it is not a(n) private detective, detective agency, investigative company, bail bondsman, attorney, law firm, credit or financial counseling firm, "credit repair clinic," news agency or journalist, law enforcement agency, dating service, asset location service, pawn shop, company that locates missing children, massage service, genealogical or heir research firm, check cashing entity, an adult entertainment service of any kind, business that operates out of an apartment or unrestricted location within a residence, company that handles third party repossession, company or individual involved in spiritual counseling, individual seeking information for their private use, tattoo service, business engaged in subscriptions (magazines, book clubs, record clubs, etc.), health club, continuity club, or a person that will not be an end-user of the Information Services, and Client agrees to notify FAC PRIOR to any change in any of the foregoing. Except as provided elsewhere in this Agreement, Client agrees not to sell, re-sell, transfer or otherwise distribute the Information Services (or any information contained therein) without first obtaining the written permission of FAC.

5. Client acknowledges it has obtained a copy of the FTC's "Notice to Users of Consumer Reports: Obligations Under the FCRA" from FAC at FAC's website <http://www.credco.com/legaldocuments/NoticetoUser.pdf>. Copies are also available directly from the FTC at <http://www.ftc.gov/os/statutes/userfurnisher.htm>. Client will comply with all requirements under the Fair Credit Reporting Act and applicable state laws in ordering and using Credit Reports, and Client is solely responsible for its compliance. Client acknowledges it has received a copy FAC's Access Security Requirements, from the website <http://www.credco.com/legaldocuments/AccessSecurity.pdf> and Client agrees to comply with such requirements as modified by FAC from time to time and posted on that website. Client is responsible for monitoring the website for changes.

6. Section 1785.14(a) of the California Civil Code imposes special requirements with respect to transactions in which a "retail seller" (as defined in Section 1802.3 of the California Civil Code) intends to issue credit to a California resident who appears in person on the basis of an application for credit submitted in person ("point of sale transactions"). **Client certifies that these requirements do not apply to it** because (a) Client is **NOT** a "retail seller" (as defined in Section 1802.3 of the California Civil Code), and/or (b) Client does **NOT** issue credit to California residents who appear in person on the basis of applications for credit submitted in person. **Client further certifies that it will notify FAC in writing 30 days PRIOR to becoming a retail seller or engaging in point of sale transactions with respect to California residents.**

7. The following provisions are applicable to Scores provided under this Agreement:

a. **If Client Orders Any Score.** If Client orders any Score, Client acknowledges and agrees as follows:

(i) Client acknowledges that the Scores and the factors on which the Scores are based are proprietary to the providers of the Scores, and Client agrees to hold all Scores received from FAC pursuant to this Agreement in strict confidence and not to disclose any Score to the consumer or to any third party, except for disclosure to the subject of the Score where Client has taken "adverse action" against such subject based in whole or part on the Score or the Basic Report with which the Score was delivered or as otherwise required under applicable law. For purposes of this Agreement, "adverse action" has the meaning assigned to such term under Regulation B (12 CFR Section 202 et seq.) ("Regulation B") promulgated under the Federal Equal Credit Opportunity Act, 15 USC, Section 1691 et seq. ("ECOA").

(ii) Client may provide the principal factors contributing to a Score to the subject of the Score when those principal factors are the basis of Client's adverse action against the subject or as otherwise required under applicable law. Where such principal factors are provided to the subject, Client must describe such factors in a manner that complies with the ECOA and Regulation B. Client agrees not to use any Score as the basis for an adverse action unless the Score factor codes have been delivered to Client together with the Score, and Client agrees periodically to revalidate the Score as required under Regulation B. Client recognizes that all Scores (i) are statistical and may not be predictive as to any particular individual, (ii) are not intended to characterize any individual as to credit capability, and (iii) other factors must be considered in making a credit decision. No Score is intended to characterize any of Client's applicants or customers as to credit capability, and neither FAC nor any Score provider guarantees the predictive value of any Score with respect to any of Client's applicants or customers. Scores represent an estimate of credit risk relative to other individuals used by the Score provider to develop the Score and any predictive value of the Score only represents the provider's opinion based on its point-scorable prediction algorithms, risk models, and/or other methodology. **IN ORDERING A SCORE, CLIENT HAS MADE ITS OWN ANALYSIS OF THE STATISTICAL RELIABILITY AND UTILITY OF USING THE SCORE.** Client agrees that it will not use any Score for account management or prescreening.

(iii) Client understands that the providers of the Scores impose specific requirements for Client to use their Scores (as set forth in Exhibit "C", which is incorporated herein by reference, and is found at the website <http://www.credco.com/LegalDocuments/ExhibitC.pdf>). Client acknowledges it has received a copy of Exhibit "C" from the website <http://www.credco.com/LegalDocuments/ExhibitC.pdf> and agrees to comply with the provisions therein as in effect from time to time and posted on that website as a condition to ordering such Scores. In the event of a direct conflict between the terms of any specific requirements of a Score provider and the general provisions of Section 7 of this Agreement or any other provision of the Agreement, the specific requirements of the Score provider shall govern, but only with respect to the provision that is in conflict. In the event that any Score provider adds or otherwise modifies its requirements for Client's use of its Score, Client agrees that such terms will automatically be incorporated into this Agreement and become part hereof, and that by ordering any such Score or Scores hereunder, Client agrees that such requirements will be binding on Client. The terms of this Agreement shall be applicable to all Scores Client orders hereunder, except for terms that are in direct conflict with the requirements of the Score provider, in which case, such requirements shall govern as provided above. From time to time, FAC may make additional credit risk scores available to Client. In such case, each such additional score Client decides to purchase will be a "Score" for all purposes of this Agreement, and Client's use of such Score and related obligations will be governed by the applicable provisions of this Agreement and any additional terms and requirements imposed by FAC and/or the provider of the Score.

8. In the event that FAC provides its software to Client in connection with this Agreement ("Software Product"), Client agrees to be bound by the terms under which the Software Product is provided to Client, whether contained in a shrinkwrap agreement, clickwrap agreement, or otherwise (each, a "Software Product Agreement"). In addition to, and not in lieu of, the specific terms of the applicable Software Product Agreement, Client agrees that THE SOFTWARE PRODUCT IS PROVIDED TO CLIENT "AS-IS," WITHOUT ANY WARRANTY OF ANY NATURE. FAC DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT CLIENT WILL BE ABLE TO ACCESS INFORMATION SERVICES THROUGH IT ON AN UNINTERRUPTED BASIS OR FREE FROM COMPUTER VIRUSES OR SIMILAR DEVICES THAT MAY CAUSE LOSS OF INFORMATION OR DISABLE CLIENT'S COMPUTER SOFTWARE OR EQUIPMENT (COLLECTIVELY, "DISABLING DEVICES."). CLIENT ASSUMES ALL RISK AS TO THE SUITABILITY, QUALITY, PERFORMANCE, AND RESULTS OF THE SOFTWARE PRODUCT.

9. The Information Services (including Credit Reports) are provided "AS IS." **FAC MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE, WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION SERVICE, THAT IT WILL MEET CLIENT'S NEEDS, OR THAT IT WILL BE PROVIDED ON AN UNINTERRUPTED BASIS OR FREE FROM DISABLING DEVICES, AND FAC EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. ALL REPRESENTATIONS AND WARRANTIES REGARDING ANY SCORE, IF ANY, ARE MADE SOLELY BY THE PROVIDERS OF THE SCORE, AND CLIENT RELEASES FAC FROM ALL LIABILITIES AND CLAIMS IN CONNECTION WITH RESPECT TO ALL SCORES.**

10. At Client's request, FAC will accept orders for Information Services transmitted to either FAC's website on the Internet or FAC's web servers via the Internet. FAC will transmit Information Services ordered through either such website or servers in such manner that they are accessible only pursuant to the subscriber number and password assigned to Client by FAC. Client acknowledges it has received a copy of FAC's Internet Security Requirements from the website <http://www.credco.com/legaldocuments/InternetSecurity.pdf> and agrees to comply with the provisions therein as may be modified from time to time by FAC and posted on that website. **Client agrees to monitor such website periodically to obtain notice of such changes, and to comply with FAC's Internet security requirements as in effect from time to time, which are part of this Agreement with respect to all accesses of Information Services through the FAC website or any FAC server.** Client agrees that each time it places an order for an Information Service via the Internet, Client is, and will continue to be, in compliance with these requirements. **CLIENT AGREES THAT NOTHING IN THIS SECTION 10 PERMITS CLIENT TO TRANSMIT INFORMATION SERVICES (OR ANY INFORMATION THEREIN) THROUGH THE INTERNET, AND CLIENT AGREES THAT IT WILL NOT DO SO WITHOUT SPECIFIC WRITTEN PERMISSION FROM FAC.** Client agrees that FAC may immediately upon notice to Client suspend or terminate orders and deliveries of Information Services via FAC website and/or servers if Client is in breach of any requirement under this Agreement or if FAC otherwise determines such action is advisable. FAC DOES NOT WARRANT THAT INFORMATION SERVICES WILL BE PROVIDED THROUGH THE INTERNET UNINTERRUPTED OR FREE FROM DISABLING DEVICES, AND IN NO EVENT WILL FAC HAVE ANY LIABILITY FOR EVENTS OR CAUSES BEYOND ITS REASONABLE CONTROL.

11. In no event will FAC, any score provider or any other provider of information used by FAC in preparing Information Services, any of their respective affiliates, or any of their respective officers, directors, employees, or agents, have any liability to Client for any special, incidental, or consequential damages, including, without limitation, lost profits, business interruption, transmission of Disabling Devices, loss or corruption of data, and the like, arising out of any transactions in connection with this Agreement, including, without limitation in connection with any Information Service or Client's use or inability to use any Software Product, whether incurred as a result of negligence or otherwise, even if such persons or any of them have been advised of the possibility of such damages. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT SUCH LIMITATIONS MAY NOT APPLY TO CLIENT. The maximum liability of FAC in connection with an Information Service will not exceed an amount equal to the price paid by Client for such Information Service. *If Client is dissatisfied with any Software Product, Client's sole and exclusive remedy is to discontinue use of the Software Product.*

12. Client agrees that upon reasonable notice, FAC may (but has no obligation to), directly or through a third party, audit Client's procedures related to this Agreement (including, without limitation, your network, security systems, facilities, practices, and procedures) in order to confirm that they adequately protect against the improper use of Information Services and that Client is in compliance with FAC's Internet security requirements then in effect and all of the other requirements under this Agreement. You agree to fully cooperate in connection with such audits and to make all changes requested by FAC required to assure against unauthorized access of Information Services and for Client to comply with the other requirements of this Agreement.

13. Client agrees to pay in full according to FAC's fee schedule as in effect from time to time. Fees may be changed, effective upon written notice. An account is delinquent if the Client has not paid FAC's invoice to Client in full within 35 days after the date of the invoice. FAC will impose a late charge of 1.0 percent per month on any delinquent account until paid in full and/or suspend providing Information Services hereunder until all delinquent amounts owed have been paid in full. Client agrees to pay all attorney fees and collection costs incurred by FAC in collecting any delinquent account, whether or not litigation is instituted. In the event of any litigation or other action involving this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs including at trial, on any appeal, and/or in a bankruptcy or similar proceeding, in addition to any other recovery to which it is entitled.

14. Client agrees to indemnify, defend, and hold harmless, FAC, all Score providers, and all other providers of information used in Information Services provided to Client hereunder, their respective affiliates, and the respective officers, directors, employees, agents, and suppliers and other third party contractors of all such persons from and against any and all actions, lawsuits, investigations, proceedings, costs, expenses (including, without limitation, attorney fees and court costs), and other claims or damages arising out of or in connection with any use or disclosure by Client or Client's employees, agents, or contractors of any Information Service (or any information therein or provided in connection therewith), any breach by Client of any of its obligations, representations, or warranties under this Agreement, Client's use of the Software Product contrary to any requirement under the applicable Software Product Agreement or under applicable law, and any claim by the subject of an Information Service or other person based on Client's order or use of any Information Service.

15. EITHER PARTY MAY TERMINATE THIS AGREEMENT WITHOUT CAUSE OR PENALTY OR (EXCEPT FOR THE SURVIVING OBLIGATIONS DEFINED IN SECTION 17) FURTHER LIABILITY, EFFECTIVE UPON FIVE (5) BUSINESS DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY. In addition, FAC may suspend providing Information Services to Client without notice if FAC believes that Client has breached any of its obligations hereunder until the breach has been fully cured to FAC's satisfaction and FAC has received satisfactory assurances that such breach will not reoccur and Client will fully perform its obligations under this Agreement.

16. Client's failure to pay FAC any delinquent amounts in full within five (5) business days after written notice from FAC to Client will constitute a Client default and material breach of this Agreement, whereupon this Agreement will automatically and irrevocably terminate without further notice to Client or liability to FAC.

17. If FAC terminates this Agreement under either Section 15 or Section 16 of this Agreement, FAC's termination of this Agreement will not: (a) release or otherwise affect Client's obligation to pay FAC in full for any fees per FAC's fee schedule, late charges, attorney fees and collection costs incurred to and including the date of termination; (b) terminate or otherwise affect the disclaimers and limitations of liability contained in this Agreement, which will survive FAC's termination of this Agreement; and/or (c) waive or otherwise affect Client's obligation to indemnify and defend under Section 14 of this Agreement, which will survive FAC's termination of this Agreement.

18. This Agreement, constitutes the entire agreement of the parties with respect to its subject matter, and supersedes any contemporaneous or prior written or oral agreements or other communications regarding such subject matter. No change may be made to this Agreement except by in writing executed by Client and the Compliance Officer or other authorized officer of FAC. This Agreement shall be interpreted in accordance with the laws of the state of California, without reference to its principles of conflict of laws. Client irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in San Diego County, California, with respect to all disputes in connection with this Agreement. If any court or other tribunal of competent jurisdiction declares any provision of this Agreement to be illegal or invalid or unenforceable, the legality and validity and enforceability of the remaining parts, terms, or provisions will not be affected thereby and the illegal or invalid or unenforceable part, term, or provision will be deemed not to be a part of, and severable from, the remaining portions of this Agreement.

19. If Client orders OFAC Screening Service, FAC Screening Services, Identity Verification and Fraud Prevention Products, or Tax Return Verification Services ("TRV"), Client acknowledges and agrees to comply with and abide by the additional terms and requirements as set forth in Exhibit "D", which is incorporated herein by reference and is found at the website <http://www.credco.com/LegalDocuments/Exhibitd.pdf>. Client acknowledges it has received a copy of Exhibit "D" from the website <http://www.credco.com/LegalDocuments/Exhibitd.pdf> and agrees to comply with the provisions therein as in effect from time to time and posted on that website as a condition to ordering such products.

20. Client certifies that it will order Credit Reports solely for one or more of the following purpose(s) and for no other purpose (*Client must check only those that apply, and, below Client's signature to this Agreement, declare all intended uses of Credit Reports*):

<input type="checkbox"/>	a. in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer
<input type="checkbox"/>	b. in connection with underwriting of insurance involving the consumer
<input type="checkbox"/>	c. 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

21. *The person signing below certifies, represents and warrants that he or she (1) is duly authorized to bind the Company set forth below, to the terms, conditions and certifications of this Agreement, (2) has direct knowledge of the facts certified in this Agreement, and (3) is authorized and hereby consents for Client to receive faxes, including, but not limited to fax advertisements, sent by or on behalf of FAC and its affiliates to the fax number(s) indicated below.*

Company Name (please print): _____

Street Address (no P.O. Boxes) _____ Suite: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: ____ / ____ / ____

Print Name: _____ Title: _____

Phone No.: _____ Fax No.: _____

Intended Use of Credit Reports (identify all uses): _____

Nature of Business: _____

Additional locations covered by this Agreement: _____
(List each physical address or attach a separate listing on company letterhead)

EXHIBIT A
CLIENT AFFILIATES

Each Client Affiliate must be listed below in order to receive services under this Agreement. New Affiliates may be added with written notice to FAC. All Affiliates listed must currently and at all times during the term of this Agreement be controlled by, or under common control with Client, as defined in Section 1 of the Agreement.

Client Affiliate Company Name: _____
Street Address (No P.O. Boxes): _____
City: _____ State: _____ Zip: _____
Contact Name: _____ Title: _____
Phone: _____ Fax: _____ Email: _____

Client Affiliate Company Name: _____
Street Address (No P.O. Boxes): _____
City: _____ State: _____ Zip: _____
Contact Name: _____ Title: _____
Phone: _____ Fax: _____ Email: _____

Client Affiliate Company Name: _____
Street Address (No P.O. Boxes): _____
City: _____ State: _____ Zip: _____
Contact Name: _____ Title: _____
Phone: _____ Fax: _____ Email: _____

Client Affiliate Company Name: _____
Street Address (No P.O. Boxes): _____
City: _____ State: _____ Zip: _____
Contact Name: _____ Title: _____
Phone: _____ Fax: _____ Email: _____

To Be Completed and Signed by the Corporate Office Only:

The person signing below represents and warrants that he or she (1) has the necessary authority to bind the Client Affiliate(s) set forth above or on the attached listing, to the terms, conditions and certifications of the Agreement, and (2) is authorized and hereby consents for Client Affiliate(s) to receive faxes, including, but not limited to fax advertisements, sent by or on behalf of FAC and its affiliates to the fax number(s) indicated above.

Corporate Company Name: _____	Existing Corporate Acct#: _____
Signature: _____	Date: _____
Print Name: _____	Title: _____

CONTINUING GUARANTY

The undersigned ("Guarantor") makes this continuing guaranty (this "Guaranty") for the benefit of First Advantage CREDCO, LLC doing business as First American CREDCO and CBA Information Solutions (collectively "FAC"), and its successors and assigns, in consideration of FAC's agreement with Client named and signing the Agreement for Service between FAC and the Client (the "Agreement for Service") to extend credit to Client for the purpose of purchasing credit reports and other products and services in accordance with the Agreement for Service. Guarantor represents that by reason of his or her ownership or other significant interest in Client, he or she will obtain significant benefits from the extension of credit to Client by FAC under the Agreement for Service, and recognizing that FAC would not extend such credit to Client absent this Guaranty, the Guarantor hereby personally guarantees and promises to pay to FAC when due all indebtedness to FAC that Client has incurred, does now incur, or hereafter incurs for products and services under the Agreement for Service as in effect from time to time (including under all exhibits and addendums to such agreement), and such indebtedness includes, without limitation, all fees, late charges, collection expenses, and attorney fees, whether at trial, appeal, and/or any bankruptcy proceeding (together, "Guaranteed Obligations"). For purposes of this Guaranty, the term "bankruptcy proceeding" includes all actions and proceedings under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute, whether now existing or later enacted, and all similar proceedings. The liability of the Guarantor under this Guaranty shall continue until payment of all Guaranteed Obligations and all other amounts owed by Guarantor under this Guaranty have been paid in full. This Guaranty is one of payment due and not of collection, and is unconditional, and the obligations of Guarantor under this Guaranty are absolute and irrevocable and are primary not secondary. Words of "guarantee" contained herein in no way diminish or impair the absolute liability hereby created. FAC may, at its option, proceed in the first instance against the Guarantor to collect the Guaranteed Obligations without first proceeding against Client, and Guarantor waives all rights, by statute or otherwise, to require FAC to institute suit against Client or to exercise diligence in enforcing the Agreement for Service against Client or this Guaranty against the Guarantor.

To the maximum extent permitted under applicable law, Guarantor hereby waives: (a) acceptance of this Guaranty, (b) demand, notice of dishonor, presentment for payment, protest and notice of protest, and of non-performance on any or all Guaranteed Obligations, and (c) all surety and other defenses legally available to Guarantor (including, without limitation, subrogation, cross-claim, counterclaim, reimbursement, subordination, setoff, exoneration, statute of limitations, changes to or assignment of the Agreement for Service or the Guaranteed Obligations). Guarantor agrees to: (i) all extensions, modifications, and changes to, and renewals of, the Agreement for Service (and all exhibits and addendums thereto), (ii) all extensions, accelerations, and other changes in the time for, or the amount of, any payment provided in the Agreement for Service and any other terms or provisions thereof, and (iii) termination of the Agreement for Service by either party thereto, and Guarantor further agrees that none of the foregoing shall affect any of Guarantor's obligations under this Guaranty.

This Guaranty shall remain in full force and effect notwithstanding any action taken or suffered by Client under any bankruptcy proceeding, or the disaffirmation of the Agreement for Service in any action under any such proceeding or otherwise. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, administrators, personal and legal representatives and successors and assigns and shall inure to the benefit of FAC and its successors and assigns. FAC may, without notice, assign this Guaranty, the Agreement for Service, or any amounts or payments hereunder or thereunder, in whole or part.

In the event of non-payment amount owed by Guarantor under this Guaranty, Guarantor personally agrees to pay all of FAC's collection costs, whether or not litigation is instituted, including, without limitation, FAC's reasonable attorney's fees and costs of suit (whether at trial, on appeal, and/or in any bankruptcy proceeding), and all other collection costs. In the event that Guarantor fails to pay any amount owed under this Guaranty when due, the unpaid amount will bear interest at the rate of the lesser of 1.0% per month and the maximum amount permitted under applicable law, until paid in full. This Guaranty shall be interpreted in accordance with the laws of the state of California, without reference to its principles of conflict of laws. Guarantor irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in San Diego County, California, with respect to all disputes in connection with this Guaranty. Guarantor authorizes Guarantor's and/or Client's creditors, references and other persons having information on either of them (including companies, governmental agencies, and all other sources) to release to FAC all information concerning Guarantor and/or Client that FAC deems pertinent, including, without limitation, data on current and previous credit history, whether the name of Guarantor and/or Client appears on any list maintained by the Office of Foreign Assets Control ("OFAC Lists"), and on all other matters. Guarantor also authorizes and instructs FAC to obtain credit reports, OFAC List information, and all other information on Guarantor and/or Client to the extent FAC deems appropriate. Each of these authorizations is made by Guarantor on behalf of both Guarantor and Client, and each is a continuing authorization that permits FAC to obtain such information at any time or times so long as this Guaranty or the Agreement for Service is in effect or any Guaranteed Obligations are outstanding.

Company Name: _____

Name: _____ Title: _____ SSN: _____

Home Address (No P.O. Boxes): _____ City: _____ State: _____ Zip: _____

Home Address (No P.O. Boxes): _____ City: _____ State: _____ Zip: _____
(If at above address for less than 2 years)

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____ / ____ / ____

CUSTOMER PROFILE (Required)

Company name: _____ DBA names: _____

Address: _____ Suite: _____ City: _____ State: _____ Zip: _____
(No P.O. Box)

Business telephone: () - _____ Ext: _____ Fax: () - _____
(Required) (Note: Credit Reports may not be transmitted via third party facsimile service provider)

Billing address: _____ Suite: _____ City: _____ State: _____ Zip: _____

Billing telephone: () - _____ Ext: _____ Fax: () - _____
(Note: Credit Reports may not be transmitted via third party facsimile service provider)

Multiple branches Yes No Bill separately Yes No Web site address: _____

Length time in business: Yrs _____ Mos _____ Number of employees: _____ Annual revenue: \$ _____
(Please include owner if applicable)

Office location: Commercial Residential/Home Based Length of time @ current location: Yrs _____ Mos _____

Loan origination software: _____ Version #: _____ Current credit report vendor: _____

Corporate company name (if applicable): _____ Telephone: () - _____ Ext: _____

Corporate address: _____ Suite: _____ City: _____ State: _____ Zip: _____
(No P.O. Box)

CONTACT INFORMATION (Required)

1. Primary contact
 Name: _____ Title: _____
 Telephone number: () - _____ Ext: _____ E-Mail address: _____

2. Compliance contact *(individual we can contact with questions or additional information needed to complete compliance verifications)*
 Same as primary
 Other Name: _____ Title: _____
 Telephone number: () - _____ Ext: _____ E-Mail address: _____

3. Users / Updates contact *(individual who we can send welcome kits to)*
 Same as primary
 Other Name: _____ Title: _____
 Telephone number: () - _____ Ext: _____ E-Mail address: _____

4. Billing contact
 Same as primary
 Other Name: _____ Title: _____
 Telephone number: () - _____ Ext: _____ E-Mail address: _____

TYPE OF BUSINESS (Required)
(Please attach a copy of business license including DBA, Proof of Affiliation or Non-Profit certification as applicable)

<input type="checkbox"/> Corporation State: _____ Date of Incorporation: ____ / ____ / ____ <input type="checkbox"/> LLC <input type="checkbox"/> Non-Profit State: _____ Date of Organization: ____ / ____ / ____	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor Business License No.: _____ State: _____ Date of Organization: ____ / ____ / ____	<input type="checkbox"/> Bank FDIC No. _____ <input type="checkbox"/> Credit Union Charter No.: _____ Exp. Date: ____ / ____ / ____
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Tax Exempt Business Tax ID: _____ Other: _____

Nature of Business: _____
Intended Use of Credit Reports (Identify All Uses): _____

Is the company licensed to and/or providing service as any of the following? (please check all that apply)

<input type="checkbox"/> Adult Entertainment Service, any type	<input type="checkbox"/> Asset Location Services	<input type="checkbox"/> Attorney of Law Office, any type	<input type="checkbox"/> Law Enforcement Agency
<input type="checkbox"/> Bail Bondsman	<input type="checkbox"/> Check Cashing	<input type="checkbox"/> Company of individual in spiritual counseling	<input type="checkbox"/> Company seeking info. in connection with time shares
<input type="checkbox"/> Massage Service	<input type="checkbox"/> Company that locates missing children	<input type="checkbox"/> Credit Counseling	<input type="checkbox"/> Credit Repair Clinic
<input type="checkbox"/> Dating Service	<input type="checkbox"/> Financial Counseling	<input type="checkbox"/> Genealogical or Heir Research Firm	<input type="checkbox"/> Individual seeking information for their Private Use
<input type="checkbox"/> Insurance Claims	<input type="checkbox"/> Investigative Company	<input type="checkbox"/> Law Firm	<input type="checkbox"/> Company that handles third party repossession
<input type="checkbox"/> News Agency or Journalist	<input type="checkbox"/> Pawn Shop	<input type="checkbox"/> Business that operates out of an apartment or unrestricted location within a residence	
<input type="checkbox"/> Subscriptions (Magazines, book clubs, record clubs, etc.)	<input type="checkbox"/> Private Detectives or Detective Agencies	<input type="checkbox"/> Tattoo Service	<input type="checkbox"/> Health Club <input type="checkbox"/> Continuity Club

Will the company or does it intend to resell information from the consumer credit report? Yes No

BUSINESS BANK REFERENCE (Required)

If current business bank account statement is provided, you may omit this information

Bank name: _____ Branch: _____ Account no.: _____
Address: _____ Suite: _____ City: _____ State: _____ Zip: _____
(No P.O. Box)
Contact name: _____ Title: _____
Telephone: () - _____ Ext: _____ Fax: () - _____
(Note: Credit Reports may not be transmitted via third party facsimile service provider)

BUSINESS REFERENCES (Required)

i.e. Appraisal, Title, Realtors, Lenders, etc - please exclude vendors (i.e. delivery service, office supply) who cannot verify the nature of your business

1. Business reference company name: _____ Account no.: _____
Address: _____ Suite: _____ City: _____ State: _____ Zip: _____
(No P.O. Box)
Contact name: _____ Title: _____
Telephone: () - _____ Ext: _____ Fax: () - _____
(Note: Credit Reports may not be transmitted via third party facsimile service provider)

2. Business reference company name: _____ Account no.: _____
Address: _____ Suite: _____ City: _____ State: _____ Zip: _____
(No P.O. Box)
Contact name: _____ Title: _____
Telephone: () - _____ Ext: _____ Fax: () - _____
(Note: Credit Reports may not be transmitted via third party facsimile service provider)

CREDIT REFERENCES (Credit reference is not required if in business less than a year)

If Landlord reference information is not available, please provide another Credit Reference who can verify payment history

1. Credit reference: _____ Account no.: _____
Contact name: _____ Title: _____
Telephone: () - _____ Ext: _____ Fax: () - _____
(Note: Credit Reports may not be transmitted via third party facsimile service provider)

2. Landlord (if commercial location): _____ Account no.: _____
Contact name: _____ Title: _____
Telephone: () - _____ Ext: _____ Fax: () - _____
(Note: Credit Reports may not be transmitted via third party facsimile service provider)

OFFICERS, OWNERS, PARTNERS, MEMBERS or MANAGING PARTNERS (Required)

Persons listed below must be company officers/owners, (i.e.; CEO, President, Vice President, CFO, General Manager, etc.) who are duly authorized to bind the company and extend contract coverage to any locations added in the future. If company is limited liability company, managers may sign. Please include additional principal names and titles if applicable.

NAME (Please Print) TITLE (Please Print)
1. _____
2. _____

AUTHORIZED SIGNATURE (Required)

Must be signed by company officer/owner/partner/member/managing partner

I certify that (1) the above information and any attachments hereto, are true and correct, (2) I have direct knowledge of the information and facts set forth in this Customer Profile, and (3) I authorize First Advantage CREDCO to check credit references of applicant. I further authorize my creditors to treat a photocopy or facsimile of my signature as if it were an original, and accept such as my authorization to release credit information to First Advantage CREDCO telephonically.

Signature: _____ Date: ____/____/____
Print name: _____ Title: _____



Fax Cover Sheet



To: First American CREDCO
Client Relations
(800) 494-2580 fax

From: Company: _____
Contact Name: _____
Contact Telephone: () - _____
Contact Fax: () - _____
Contact for the physical inspection: _____
Telephone: () - _____

Activation or Set-up Needed For:

Investor: _____

Automated Underwriting System: _____ Version: _____

Compliance Documents Enclosed:

- Agreement for Service (page 4, page 5 is only required if applicable)
- Continuing Guaranty (page 6)
- Customer Profile (pages 7-8)
- Business/Broker license (copy)

To expedite processing request:

Enclose these additional documents:

- Copy of recent business bank account statement (copy)
- Copy of recent business telephone bill (copy)

Credit Report Access Requirements:

Person's accessing credit reports must read and review:

- Agreement For Service on pages 2-4
- Exhibit C and D on-line
- Internet Security Requirements, Access Security Requirements, Exhibit "FCRA" on-line

☛ Page 4 must be returned with your application.