

Membership Application



Experian Information Solutions Division

Date of Application: _____

General Company Information

Company Name: _____ Years in Business _____ yrs _____ mos.

Type of Ownership (indicate one): Partnership Sole Owner Nonprofit Corporation LLC

Do you have any other company name(s) or dba? Yes No If Yes, please list: _____

Are you currently or were you previously an Experian Member? Yes No If Yes, when? _____

Under what business name? _____ Current or previous member number (if known): _____

Company WebPage URL: _____ Email Address: _____

Physical Street Address (**no P.O. box numbers, please**): _____

City: _____ State: _____ ZIP: _____ How Long? _____ yrs _____ mos.

Main Phone: () _____ Fax: () _____ Is this a **residential** address? Yes No

Previous Address: _____

City: _____ State: _____ ZIP: _____ How Long? _____ yrs _____ mos.

Contact Name (Who should be contacted if we have questions?) _____

Contact's phone number: () _____

YOUR COMPANY MUST HAVE A COMMERCIAL BUSINESS PHONE NUMBER IN THE APPLYING COMPANY'S NAME AT THE ADDRESS REPORTS ARE BEING PULLED FROM PRIOR TO MEMBERSHIP BEING GRANTED.

Is your office located in your personal residence or a commercial location? (please check one) Residential Commercial

How is your phone number listed?

Business Phone in Business Name Applied for Business Phone (please provide copy of work order or letter from phone company)

Principal of the Company (If sole owner or partnership, please complete the section below.)

I understand that the information provided below will be used to obtain a consumer credit report, and my creditworthiness may be considered when making a decision to grant membership.

Principal name: _____

Title or Position: _____ Phone: () _____

Social Security Number: _____ Year of Birth: _____

Residential Street Address: _____

City: _____ State: _____ ZIP: _____

Business Information (Please tell us about your company.)

Line of Business: _____

Business License Number: _____ Issuing state: _____ Issuing date: _____

Type of License (broker, mortgage company, etc) _____ (Please attach a copy of license or banking charter.)

Do you have a **Private Investigation (PI) License**? Yes No **If Yes, please provide a copy with this application.**

Permissible Purpose/Appropriate Use**(Application will not be processed unless this information is provided.)**Please check the **specific** purpose for which Experian product information will be used. (What will you do with the information obtained?)

- In accordance with the consumer's written instructions (i.e. Mortgage Brokers)
- In accordance with a Mortgage Loan Application initiated by the consumer (i.e. Mortgage Lenders)

Please describe any other intended use of the credit report:

Because this application involves Subscriber's use of consumer credit products (i.e. Consumer Credit Reports) then the following shall apply:

I have read and understand the "FCRA Requirements" notice and Experian's "Access Security Requirements" and will take all reasonable measures to enforce them within my facility. I certify that I will use the Experian product information for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. I will not sell the report to any consumer directly or indirectly. I understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated.

FCRA Compliance – Written Instructions Certification

Subscriber hereby certifies that Subscriber shall substantially comply with the following web site requirements:

- (1) Subscriber will prominently display a message specifically informing the consumer that his or her credit profile will be consulted for the purpose for which it is to be used and no other purpose, and that clicking on the "I AGREE" button following such notice constitutes written instructions to the Subscriber under the FCRA. Subscriber agrees that the notice provided by Subscriber will be substantially as follows:
 "You understand that by clicking on the I AGREE button immediately following this notice, you are providing 'written instructions' to (*Subscriber*) under the Fair Credit Reporting Act authorizing (*Subscriber*) to obtain information from your personal credit profile or other information from Experian. You authorize (*Subscriber*) to obtain such information solely to _____ (*insert purpose e.g. In accordance with a Mortgage Loan Application.*)"
- (2) The "I AGREE" button must immediately follow the notice provided for above. The notice and "I AGREE" button must be separate from any other notice or message contained on the web site.
- (3) The consumer must have the ability to fully review any of the terms to which he or she is agreeing immediately preceding the consensual click.
- (4) The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice.
- (5) The consumer must have the ability (should they choose) to print out the terms to which he or she is agreeing, including their consent.
- (6) The record of the consumer's 'written instruction' by clicking "I AGREE" must be retained by Subscriber in a form that is capable of being accurately reproduced for later reference by the parties.

This certification shall be treated as confidential information and Subscriber shall not directly or indirectly disclose to any third party the terms of this certification without Experian's prior written consent. This certification shall amend any agreement which pertains to the subject matter hereof which is currently in existence between Experian and Subscriber.

If operating out of a residentially zoned location, I will have a **locked filing cabinet** to store all confidential consumer files and/or will have a **locked office** separate from my living quarters from casual access by family, friends or acquaintances. I also understand that I must have a business phone line, listed in the business section of a local directory. If not, I will provide proof that I have applied for such a phone number and listing.

Experian reserves the right to conduct a physical inspection of the office premises.

Company Name _____

DBA Name (If Applicable) _____

X _____
Authorized Signature_____
Date_____
Type or Print Name of Authorized Signer_____
Title

**AGREEMENT FOR SERVICES
(Subscriber Agreement)**

Experian ("Repository")

1. The undersigned, desiring to receive consumer credit information through certain software licensed by Freddie Mac to the undersigned (the "Software"), agrees that all consumer credit information received from Repository through the Software will be received subject to the following conditions:
2. Information will be requested through the Software only for our use and for use in connection with transactions in which we are involved. We will hold all consumer credit information in strict confidence, except to the extent that disclosure to others is required or permitted by law. We will request consumer credit information through the Software only in connection with existing residential loans and residential loan applications and will not request such information for employment purposes. We will prohibit employees from obtaining reports on themselves, associates or any other persons, except in the exercise of their official duties.
3. We agree to hold Repository and its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure or use of consumer credit information contrary to these conditions, by us, our employees or agents.
4. Recognizing that information is secured by and through fallible sources and that, for the fee charged, Repository cannot be an insurer of the accuracy of the information, we understand and agree that the accuracy of any consumer credit information furnished is not guaranteed by Repository, and we release Repository and its agents, employees, and independent contractors from liability for any negligence or gross negligence in connection with the preparation of such reports and from any loss or expense suffered by us resulting directly or indirectly from Repository's reports or those of Repository's affiliated companies.
5. All consumer credit information will be charged to the undersigned by Freddie Mac, which is responsible for paying Repository for the cost of the consumer credit information.
6. Written notice by either party will terminate this Agreement, but the obligations and agreements of the undersigned set forth in the second, third and fourth paragraphs above will remain in force. Repository agrees not to terminate this Agreement except (i) in the event we default materially, and the default is not cured within thirty (30) days after notice to us and to Freddie Mac (except in the event we violate applicable law related to the consumer credit information, in which event termination will be effective immediately upon notice to us and to Freddie Mac), or (ii) in the event of a termination of Repository's agreement with Freddie Mac regarding the furnishing of the consumer credit information through the Software. Additionally, if we fail to meet Experian's membership requirements, Experian may suspend our service immediately until such requirements are met.
7. We certify that we will request the Software to order consumer credit information constituting consumer reports, as defined by the Fair Credit Reporting Act, 15 U.S.C. Section 1681 *et seq.*, only (i) when intended to be used as a factor in establishing a consumer's eligibility for new or continued credit, (ii) for insurance or other underwriting purposes, or (iii) when intended to be used for purposes of reviewing an account, and that consumer credit information will be used by us for no other purpose. We certify that we will initiate a request for consumer credit information through the Software only for permissible purposes, as defined by the Fair Credit Reporting Act. It is recognized and understood that the Fair Credit Reporting Act provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency [such as Repository] under false pretenses shall be fined under Title 18, United States Code, imprisoned not more than two years, or both."
8. We agree that, with regard to the operation of the terminal(s) or other equipment through which the consumer credit information is obtained, Repository shall not be liable for transmission distortion,

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interruptions or failure or for any resulting incidental, indirect, consequential or special damages whatsoever.

9. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER HEREUNDER FOR AN INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE. THE UNDERSIGNED AGREES THAT IT HAS RECEIVED NO WARRANTIES WITH RESPECT TO THE CREDIT INFORMATION, RECEIVED THROUGH THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. This Agreement constitutes the conditions governing the receipt of consumer credit information from Repository through the Software and no changes in this Agreement may be made except in writing of an officer of Repository. The undersigned is a duly authorized representative of Subscriber with all powers required to execute this Agreement.
11. By signing below, we acknowledge that we have read and understand this Agreement. Further, we acknowledge that we have read the Fair Credit Reporting Act and understand the Fair Credit Reporting Act requirements of users of consumer reports and the penalties for obtaining consumer report information under false pretenses.

Subscriber:

Signature: _____

Name of Person Signing: _____

Title: _____

Date: _____

Firm or Company Name: _____

Address: _____

Phone: _____

If you are an existing Experian customer, please list your Complete Subscriber Number: _____