

Membership Application



Experian Information Solutions Division

Important: All information must be completed in its entirety. Please print clearly and legibly to ensure accurate and timely processing.

Business Information

Legal Name (under which tax returns are filed): _____

DBA or Assumed Name: _____ Type of Business: _____

Time in Business: _____ yrs _____ mos. Annual Revenue: _____ Estimated # of Credit Reports Accessed Monthly: _____

Type of Ownership: Corporation LLC Sole Proprietorship Partnership Nonprofit Other _____

Business License (attach as necessary) Do you have an **Investigation License**? Yes No If Yes, please provide a copy

Business Website: _____ Business Email Address: _____

Business Physical Address (**no P.O. box numbers**): _____

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

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

Contact for Physical Inspection: _____ Phone Number : () _____ Title : _____

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.

Previous Business Address: _____

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

Have you previously applied or have been an Experian Member? Yes No **If Yes, when?** _____

Under what business name? _____ Member number (if known): _____

Principal of the Company

(Must be completed by majority owner or general partner, as applicable)

(Must be completed unless the business is a publicly traded entity on a recognized stock exchange or the business is a state or federally regulated financial institution). Please provide exchange name and stock symbol or charter number and name of regulatory agency: _____

I understand I am providing written instructions to Experian under the Fair Credit Reporting Act authorizing Experian to obtain my credit report. I authorize Experian to obtain this information solely to process this application.

Principal Signature: _____ Date: _____ Social Security Number: _____ Year of Birth: _____

Principal Name: _____ Title or Position: _____ Phone: () _____

Residential Address: _____ City: _____ State: _____ ZIP: _____

Parent or Affiliated Business Information

Parent Company Name (if applicable): _____

Contact Name: _____ Title: _____ Phone: () _____

Address: _____ City: _____ State: _____ Zip code: _____

Permissible Purpose/Appropriate Use

Application will not be processed unless this information is provided

MANDATORY: Check the **specific** purpose for which Experian product information will be used. (What will you do with the information?)

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:

Physical Inspection Fee Payment

Application will not be processed unless this information is provided

Please bill my non-refundable \$75 Physical Inspection Fee against the following credit card:

Credit card type: VISA MasterCard Discover American Express

Card Number: _____ Expiration Date: _____ Name on Credit Card: _____

Billing Address: _____ City: _____ State: _____ ZIP: _____

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.

Legal 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: _____