

**Account Setup Checklist:**  
**Sole Proprietorship, Partnership, or Privately Held Corporation**

- \_\_\_\_\_ 1) Is the MFI Credit Solutions, Inc. Subscriber Agreement completed? Check the following:
- \_\_\_\_\_ a) **Permissible purpose** is filled out and valid on page 2  
(i.e. pre-approval for mortgage home loans, process mortgage home loans, etc.)
- \_\_\_\_\_ b) **Fill out Page 6 in its entirety**
- **Sign the upper right hand portion of Page 6**
  - **Completely fill out "Company Information"**
  - **The "Further Agreement" must be signed.** MFI Credit Solutions, Inc requires to check your credit report as part of our account setup process.
  - **Master Account designation** is required if you are setting up multiple accounts under the same company name.
- \_\_\_\_\_ c) **Complete Page 7**
- **Enter company name in field**
  - **Check off appropriate answer**
  - **Sign page 7**
- \_\_\_\_\_ d) **Complete Page 8**
- **Enter date and company name in field and sign page 9**
- \_\_\_\_\_ e) **Complete Page 10**
- **Enter company name in field and sign page 9**
- \_\_\_\_\_ 2) Equifax requires that you provide the following documents:
- A copy of your drivers license
  - What is the name of your landlord res/comm if applicable? \_\_\_\_\_ Phone #: \_\_\_\_\_
- \_\_\_\_\_ 3) Please fill out the credit card authorization form for the following:
- Repository required physical inspection conducted by a repository approved company. There is a 1 (one time) \$125.00 fee for this inspection. If the inspection is cancelled, the cancellation fee will be charged to you.
- \_\_\_\_\_ 4) For Trans Union Compliance we need a letter of intent that must be on your letter head and must be signed by an officer, owner or authorized manager of the company. The letter must include in your own words the following:
- The nature of your business
  - Your intended use for the service
  - Your anticipated monthly volume
  - Your intent as to whether you will access Trans Union primarily local, regional, or national

**MFI Credit Solutions, Inc. requires one of the following documents to complete repository compliance:**

- Business License
- Articles of Incorporation
- Certified Tax Records

**If end user is an APARTMENT MANAGEMENT COMPANY, A REAL ESTATE AGENT CONDUCTING BUSINESS AS A PROPERTY MANAGER, or APARTMENT COMPLEX, please submit the following required by Experian:**

- Minimum of 3 completed (signed) rental applications (*either existing tenants or new applicants is acceptable*)

**MFI Credit Solutions, Inc. will verify additional information about your business to assure compliance with the FCRA and credit repositories policies, including but not limited to:**

- Business telephone listings
- Your company's website (if applicable)
- Fictitious Business Name Statement

\*\* If MFI cannot obtain the necessary information we will contact you for assistance in completing our compliance review.

## ACCOUNT EXECUTIVE JEREMY HONOR

**Please fax completed agreement and supporting documents to (714) 847-2146  
Mail originals to 18685 Main St #101 PMB624, Huntington Beach, CA 92648 within 3 business days**



In order to receive consumer credit reports, bureau scoring services, and other enhancements to the basic consumer report provided by MFI Credit Solutions, Inc. ("MFI"), together with such additional services as may be requested by the Subscriber and furnished by MFI (together "the parties") under separate Agreements and/or Addendums, the undersigned Subscriber, desiring to use the services of MFI agrees as to the terms and conditions set forth in this MFI Credit Solutions, Inc. Credit Subscriber Agreement ("Agreement"):

### **Credit Reports**

1. All services and reports provided to the Subscriber are subject to the following conditions:
  - a. Subscriber agrees that all services and reports ordered and received by Subscriber shall be ordered, received and used in compliance with applicable federal, state and local laws, regulations and ordinances including but not limited to the Fair Credit Reporting Act ("FCRA"). Subscriber certifies that credit information will be used for the following purposes: \_\_\_\_\_
  - b. All reports, whether oral, written, or electronic, will be kept strictly confidential. No information will be requested for the use of any other person except with the written permission of MFI. Subscriber certifies that they are the end user of the information and will not resell or provide it to a third party.
  - c. Any equipment, software or manuals provided to Subscriber shall be returned to MFI upon termination of this Agreement. Such equipment and software shall be used only in connection with this Agreement.
  - d. This Agreement covers all locations of Subscriber located within the United States.
  - e. The Subscriber agrees to hold MFI and its affiliated companies, and their officers, agents, employees and independent contractors harmless on account of any expense or damage resulting from (a) the publishing by the Subscriber, or its employees or agents, of report information contrary to these conditions or (b) the illegal use of information.
  - f. Information is secured by and through fallible human sources and for the fee charged, MFI cannot be an insurer of the accuracy of the information. Subscriber understands and agrees that the accuracy of any information is not guaranteed by MFI, and Subscriber releases MFI and its affiliated companies and their officers, agents, employees and independent contractors from liability for any negligence in connection with the preparation of such reports and from any loss or expense suffered by the Subscriber resulting directly or indirectly from MFI's reports or those of its affiliated companies. Recognizing that a complete and accurate application or request is necessary for the preparation of an accurate report, Subscriber releases MFI and its affiliated companies and their officers, agents, employees and independent contractors from any liability for negligence in connection with the preparation of reports and from any loss or expense suffered by the Subscriber as a result of any intentional or unintentional failure to disclose all relevant personal, public record and credit history information by the Subscriber, its officers, agents, employees, independent contractors or the consumer.
2. Subscriber certifies that it is an entity that has permissible purpose to purchase credit reports in connection with credit applications. Subscriber has read and will comply with the FTC's "Notice to Users of Consumer Reports: Obligations under the FCRA" <http://www.ftc.gov/os/statutes/2user.htm>.
3. This Subscriber Agreement shall be in effect for one (1) year from the date hereunder and thereafter shall be automatic for additional one (1) year periods, unless either party notifies the other in writing at least thirty (30) days prior to a current expiration date.
4. No action, regardless of form, arising out of the transactions occurring or contemplated under this Agreement shall be brought by any party more than two (2) years after delivery of the service and/or report-giving rise to such cause of action.
5. Subscriber may not assign its rights under this Agreement except with the prior written consent of MFI.
6. Subscriber shall pay all applicable state and local taxes, (i) for the services and reports provided by MFI, and (ii) for the services and reports provided by the Subscriber to its customers.
7. Subscriber shall pay MFI's invoices fifteen (15) days from the date of invoice. Outstanding balances more than fifteen (15) days past due are subject to a late payment charge of 1.5% per month. In the event of litigation to collect outstanding invoices, the Subscriber agrees to pay MFI's reasonable attorney's fees and cost of suit.
8. Employees of Subscriber are forbidden to obtain reports on themselves, or any other person except as provided herein.
9. Subscriber acknowledges that all locations associated with the subscriber (unless the subscriber is a publicly traded entity) will be subject to a physical inspection by a company approved by all three repositories. Account setup approval is contingent upon the results of the completed physical inspection.

### **Bureau Scoring Services**

1. MFI will identify on the credit reports the source of the score and the type of score model.
2. Subscriber hereby requests that MFI process the credit reports it purchases during the term hereof with credit scores on all requests. MFI will identify on the credit reports the source of the score and the type of score model.
3. A statistical credit score evaluates the credit history on an individual consumer in a given bureau's database and provides a score, which rank orders the consumer with respect to likely credit performance.
4. The organizations that created the credit scores have warranted that the scores are empirically derived and statistically sound and that no scoring algorithm used to create the scores uses a "prohibited basis" as each of these terms have been defined in the Equal Credit Opportunity Act and Regulation B ("Reg B"). Scores may appear on a credit report for convenience only, but are not a part of the

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credit report, nor do they add to the information in the report on which it is based. In addition to the score, MFI can provide up to four (4) factors from the credit report, which most significantly influenced the score.

5. Unless otherwise noted, the following risk model scores will be ordered with each report.

Experian Fair/Isaac VII	Equifax Beacon 5.0	TransUnion Classic 04
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6. Subscriber agrees to each of the following provisions regarding the purchase and use of Experian/Fair, Isaac Model Scores and reason codes:

- a. Subscriber warrants that it has a permissible purpose under the FCRA, as it may be amended from time to time, to obtain the information derived from the Experian/Fair, Isaac Model.
  - b. Subscriber will limit its use of the Scores and reason codes solely to use in its own business with no right to transfer or otherwise sell, license, sublicense, or distribute said Scores or reason codes to third parties.
  - c. Subscriber will maintain internal procedures to minimize the risk of unauthorized disclosures and agrees that Scores and reason codes will be held in strict confidence and disclosed only to those of its employees with a "need to know" and to no other person.
  - d. Notwithstanding any contrary provision of this Agreement, Subscriber may disclose the Scores provided under this Agreement to credit applicants, when accompanied the corresponding reason codes, in the context of bona fide lending transactions and decisions only.
  - e. Subscriber and its employees, agents or subcontractors are prohibited from using any of the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian Information Solutions, Inc. or Fair, Isaac and Company, or the affiliates OF EITHER OF THEM, OR OF ANY OTHER PARTY INVOLVED IN THE PROVISION OF THE Experian/Fair, Isaac Model without such entity's prior written consent.
  - f. Subscriber is prohibited from making any attempts in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by the Experian/Fair, Isaac in performing the Experian/Fair, Isaac Model.
  - g. Experian/Fair Isaac warrants that the Experian/Fair, Isaac model is empirically derived and demonstrably and statistically sounds and that to the extent the population to which the Experian/Fair, Isaac model is applied is similar to the population sample on which the Experian/Fair, Isaac model was developed, the Experian/Fair, Isaac Model score may be relied upon by MFI and/or Subscriber to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Subscriber. Experian/Fair, Isaac further warrants that so long as it provides the Experian/Fair, Isaac Model, it will comply with the regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1961 et seq. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN/FAIR, ISAAC HAVE GIVEN MFI AND/OR SUBSCRIBER WITH RESPECT TO THE EXPERIAN/FAIR, ISAAC MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXPERIAN/FAIR, ISAAC MIGHT HAVE GIVEN MFI AND/OR SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MFI and each respective Subscriber's rights under the foregoing Warrant are expressly conditioned upon each respective Subscriber'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.)
  - h. The aggregate liability of Experian/Fair, Isaac to Subscriber is limited to the lesser of the fees paid by MFI to Experian/Fair, Isaac for the Experian, Fair/Isaac model resold to the Subscriber during the six (6) month period immediately preceding the Subscriber's claim, or the fees paid by Subscriber to MFI under this contract during said six (6) month period, and excluding any liability or Experian/Fair, Isaac for incidental, indirect, special or consequential damages of any kind.
6. Subscriber agrees to each of the following provisions regarding the purchase and use of Trans Union Scores:
- a. Unless otherwise explicitly authorize in an agreement between MFI and the Subscriber for Scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through MFI, Subscriber shall not disclose to consumers or any third party, any or all Scores provided under such agreement, unless clearly required by law.
  7. Subscriber will request Scores only for Subscriber's exclusive use. Subscriber may store Scores solely for Subscriber's own use in furtherance of Subscriber's original purpose for obtaining Score. Subscriber shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except (i) to those employees of Subscriber with a need to know and in the course of their employment; (ii) to those third party processing agents of Subscriber who have executed an agreement that limits the use of the Scores by the third party to the user permitted to Subscriber, and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering.; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (iv) as required by law.
  - a. Confidentiality. Subscriber will hold all scores received from Equifax under this Agreement in strict confidence and will not disclose any Score to the consumer or to others except as required or permitted by law. Subscriber may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Subscriber's adverse action against the subject consumer. Subscriber must describe the principal factors in a manner which complies with Reg B of the Equal Credit Opportunity Act ("ECOA"). Further, Subscriber acknowledges that Score and factors are proprietary and that except for (a) disclosure to the subject consumer if Subscriber has taken adverse action against such consumer based in whole or in part on the consumer report with which the Score was delivered or (b) as required by law, Subscriber will not provide the Score to any other party without Equifax's and Fair, Isaac's prior written consent.
  - b. Limited Liability. The combined liability of Equifax and Fair, Isaac arising from any particular Score provided by Equifax and Fair, Isaac shall be limited to the aggregate amount of money received by Equifax from MFI with respect to that particular Score during the preceding twelve (12) months prior to the date of the event that gave rise to the cause of action.
  - c. Adverse Action. Subscriber shall not use a Score as the basis for an "Adverse Action" as defined by the ECOA or Regulation B, unless score factor codes have been delivered to Subscriber along with the Score.
8. Subscriber recognizes that factor other than credit scores must be considered in making a mortgage credit decision, including the credit report, the individual credit application and economic factors. The factors that are provided by MFI as significantly contributing to the score may be disclosed to consumers as the reasons for taking adverse action, as required by Reg. B. However, the score itself

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it proprietary, and may not be used as the reason for adverse action under Reg.B. and, accordingly, shall not be disclosed to credit applicants, unless otherwise authorized or required by law.

9. Subscriber shall be responsible for compliance with all laws and regulations to which it is subject; and, shall indemnify and hold MFI and its affiliated companies, representatives and employees harmless from and against any and all liabilities, damages, losses, claims, costs and expenses (including attorneys' fees) arising out of or related to Subscribers' use of the bureau-based credit scores.
10. Each party hereto shall be responsible for compliance with all laws and regulations to which it is subject.
11. Except for MFI's charges for its services, this Agreement states the entire understanding of the parties as to bureau-based credit scoring, supersedes all prior correspondence, documentation or representations and may not be amended except by written agreement signed by both parties.
12. Requirements for reselling the Experian Fair/Isaac Score are as follows: a) A prohibition on the use by End User, its employees, agents or subcontractors, of the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian Information Solutions, Inc. or Fair Isaac Model Company, or the affiliates of either of them, or of any other party involved in the provision of the Experian/Fair Isaac Model without such entity's prior written consent. b) A prohibition on any attempts by End User, in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian/Fair Isaac in performing the Experian/Fair Isaac Model.
13. Subscriber recognizes that factors other than credit scores must be considered in making a mortgage credit decision, including the credit report, the individual credit application and economic factors. The factors that are provided by MFI as significantly contributing to the score may be disclosed to consumers as the reasons for taking adverse action, as required by Reg. B. However, the score itself is proprietary, and may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants, unless otherwise authorized by state law.
14. Subscriber shall be responsible for compliance with all laws and regulations to which it is subject; and, shall indemnify and hold MFI Credit Solutions, Inc. and its affiliated companies, representatives and employees harmless from and against any and all liabilities, damages, losses, claims, costs and expenses (including attorneys' fees) arising out of or related to Subscriber's use of the bureau-based credit scores.
15. Each party hereto shall be responsible for compliance with all laws and regulation to which it is subject.
16. Except for MFI's charges for its services, this Agreement states the entire understanding of the parties as to bureau-based credit scoring, supersedes all prior correspondence, documentation or representations and may not be amended except by written agreement signed by both parties.

### Access Security Requirements

MFI Credit Solutions, as a consumer reporting agency, adheres to the privacy tenants of the FCRA, 15 USC § 1681 et seq. MFI will use and disclose any personally identifiable financial information that the Subscriber furnishes to MFI about consumers or customers only as permitted under the FCRA and where applicable, the Gramm-Leach-Bliley Act 15 USC. Section 6801 et seq. Subscriber and MFI agree that the parties must work together to protect the privacy of consumers and reduce unauthorized access of consumer credit reports. In accessing any repository services through MFI, Subscriber agrees to follow these measures:

#### 1. Implement Strong Access Control Measures

- 1.1 Do not provide your Experian Subscriber Codes or passwords to anyone. No one from Experian will ever contact you and request your Subscriber Code number or password.
- 1.2 Proprietary or third party system access software must have Experian Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3.1 You must request your Subscriber Code password be changed immediately when:
  - any system access software is replaced by another system access software or is no longer used;
  - the hardware on which the software resides is upgraded, changed or disposed of
- 1.4 Protect Experian 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 Experian'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 Experian 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.

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### 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 Experian 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 Experian 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 Experian 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 repositories require 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 consumer complaint that your company impermissibly accessed their credit report, the repositories 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."***

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IN WITNESS WHEREOF, the parties hereto have caused this MFI Credit Solutions, Inc. Subscriber Agreement to be executed by their duly authorized representatives as of the day and year written below.

MFI Credit Solutions, Inc.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

COMPANY INFORMATION:

Type of Business: (bank, mtg. lender/broker, credit union, etc.) \_\_\_\_\_ How Long in Business: (Yrs) \_\_\_\_\_ (Mos) \_\_\_\_\_

Please Select One: Business Located in Commercial Building  Business Located in Private Residence

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Company Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Website (required if you have one): \_\_\_\_\_ Type of Corporation: \_\_\_\_\_

Table with 3 columns: Name(s) of Officers/Owners, Title, Ownership %. Includes three rows of blank lines for data entry.

BANKING INFORMATION :

Name of Institution: \_\_\_\_\_ Account #: \_\_\_\_\_ Contact: \_\_\_\_\_

Address/Branch: \_\_\_\_\_ Phone #: \_\_\_\_\_

FURTHER AGREEMENT:

For and in consideration of MFI CREDIT SOLUTIONS, INC. ("MFI") extending a fifteen (15) day line of credit to the Subscriber, for the purpose of purchasing reports in accordance with this Subscriber Agreement, the undersigned hereby personally promises and agrees to guarantee payment to MFI of all debts incurred by the Subscriber. In the event of non-payment of said debts, the undersigned personally agrees to pay reasonable attorney's fees and costs of suit. I further authorize MFI to check my personal credit history at their discretion, and authorize any references listed below to release and/or verify information to MFI. Venue of this agreement is Huntington Beach.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone #: \_\_\_\_\_

City/ST/ZIP: \_\_\_\_\_ SSN: \_\_\_\_\_

MASTER ACCOUNT DESIGNATION:

By initialing below and attaching listed accounts, I certify these accounts are divisions, branches, or extensions of the Company named in this MFI Credit Solutions, Inc. Subscriber Agreement. As such they are considered legal extensions of the Company named above as the principal location, corporate office or headquarters. The purpose of listing the multiple accounts of the named Company is to create a master account status for the purpose of establishing that all customer accounts listed herein are subject to all of the same terms and conditions listed in this Subscriber Agreement as they may relate to FCRA regulations, tax obligations, bureau compliance, payment terms and any other governmental or regulatory agency laws or guidelines. All of which are incorporated by reference herein.

The dissemination and adherence to all of the terms and conditions contained in this Subscriber Agreement, accompanying addendums and certifications becomes the obligation of the sponsoring Account named in this Subscriber Agreement. Initials \_\_\_\_\_

**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 on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name."

Section 1785.14(a)(2) states: "If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail."

Section 1785.14(a)(3) states: "If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the 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** \_\_\_\_\_ **or IS NOT** \_\_\_\_\_) a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale").

End User also certifies that if End User is a Retail Seller who conducts Point of Sale transactions, End User will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person.

End User also certifies that it will only use the appropriate End User code number designated by Consumer Reporting Agency for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller.

If End User is not a Retail Seller who issues credit in Point of Sale transactions, End User agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, End User shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.

Signature: \_\_\_\_\_  
End User

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM TO AGREEMENT FOR SERVICE  
(INTERNET)**

THIS ADDENDUM TO AGREEMENT FOR SERVICE ("Addendum") is made with reference to the Agreement for Service ("Agreement") dated \_\_\_\_\_, between MFI CREDIT SOLUTIONS and \_\_\_\_\_ ("Client"). The term "credit reports" is used in this Addendum with the meaning assigned to such term in the Agreement.

**RECITALS**

- A. Client desires to obtain credit reports from MFI CREDIT SOLUTIONS through the Internet pursuant to this Addendum.
- B. MFI CREDIT SOLUTIONS is willing to furnish credit reports to the Client through the Internet based upon Client's representations, warranties, and covenants in this Addendum.

In consideration of the mutual covenants set forth therein, the parties agree as follows:

1. **Orders for and Delivery of Credit Reports.** MFI CREDIT SOLUTIONS will accept orders for credit reports from Client transmitted to MFI CREDIT SOLUTIONS at MFI CREDIT SOLUTIONS's Internet website ("MFI CREDIT SOLUTIONS Website"), and MFI CREDIT SOLUTIONS will transmit credit reports ordered by Client in such manner to a location at MFI CREDIT SOLUTIONS's Website that is accessible only pursuant to the subscriber number and password assigned to Client by MFI CREDIT SOLUTIONS (together, "MFI CREDIT SOLUTIONS Password"). Orders for credit reports must include the name, social security number, and address of the subject of the credit report, and any other information specified by MFI CREDIT SOLUTIONS. The operator must have a unique Internet identification and password. Sharing the identification and password is strictly prohibited. All credit reports delivered by MFI CREDIT SOLUTIONS to Client through the Internet pursuant to this Addendum will be encrypted.
2. Client agrees to establish and maintain the following security procedures to prevent unauthorized access to credit reports delivered pursuant to this Addendum:
  - a. Client will protect the MFI CREDIT SOLUTIONS Password so that only authorized employees of Client ("Authorized Employees") have access to this information. Client agrees to limit Authorized Employees to those employees who have a need to know the MFI CREDIT SOLUTIONS Password to carry out their official duties with Company. Prior to providing an Authorized Employee with access to the MFI CREDIT SOLUTIONS Password, Client will provide the Authorized Employee with adequate training regarding the requirements of this Addendum and applicable laws, and will require the Authorized Employee to agree to comply with all the requirements set forth in Exhibit A attached to this Addendum ("Employee Requirements"). Client agrees not to add any employee as an Authorized Employee unless the employee receives the required training and agrees to comply with the Employee Requirements. Client will be responsible for any failure of an Authorized Employee to comply with any of the Employee Requirements, and Client's indemnity pursuant to Section 7 below shall apply to any such failure to comply. Client will not post the MFI CREDIT SOLUTIONS Password at its facilities, and Client will take all other actions necessary to prevent unauthorized persons from gaining knowledge of the MFI CREDIT SOLUTIONS Password. The MFI CREDIT SOLUTIONS Password must not be released by telephone to any telephone caller, even if the caller claims to be a MFI CREDIT SOLUTIONS employee. MFI CREDIT SOLUTIONS reserves the right to change the MFI CREDIT SOLUTIONS Password at any time to prevent unauthorized access to credit reports delivered to Client through the Internet.
  - b. All Internet access software used by Client to order and obtain credit reports through the Internet, whether developed by Client or purchased from a third-party vendor, must have the MFI CREDIT SOLUTIONS Password "hidden" or embedded so that the MFI CREDIT SOLUTIONS Password is known only to Authorized Employees. Each Authorized Employee must be assigned a unique logon code ("Logon Code") to be able to open and use the MFI CREDIT SOLUTIONS Website. Authorized Employees will be required to protect the secrecy of their Logon Codes, and as soon as an Authorized Employee loses such status (whether by termination of employment or otherwise), Client will immediately disable such employee's Logon Code.
  - c. Client will also follow the security procedures required under the Agreement and agrees to establish such additional security procedures as may be specified by MFI CREDIT SOLUTIONS from time to time. In addition, Client agrees to follow the security and other requirements imposed by MFI CREDIT SOLUTIONS's credit information providers ("Repositories"), as furnished to Client by MFI CREDIT SOLUTIONS from time to time.
3. Client must use a Netscape or Microsoft browser version 4.0 and above or a browser that supports 128-bit encryptions.
4. Client understands and agrees that this Addendum applies only to the delivery of credit reports by MFI CREDIT SOLUTIONS to Client by means of the Internet, and nothing in this Addendum modifies or supersedes the requirements of the Agreement regarding the transfer of credit reports (or any information therein) by Client through the Internet. **Client reaffirms that it will not transmit any credit reports (or information therein) through the Internet without express written permission of MFI CREDIT SOLUTIONS pursuant to the requirements of the Agreement.**
5. Client agrees that it will permit the Repositories to audit Client's compliance with the requirements of this Addendum and to make any changes required by a Repository. Client agrees that MFI CREDIT SOLUTIONS may terminate or suspend providing credit reports to Client through the Internet pursuant to Section 6 below, if required by a Repository.
6. Client agrees that MFI CREDIT SOLUTIONS may, without any liability to Client, terminate or suspend Client's receipt of credit reports via the Internet at any time, effective immediately on oral or written notice, for any reason including, without



## ACCOUNT EXECUTIVE JEREMY HONOR

limitation, MFI CREDIT SOLUTIONS's determination that such method of transmission to Client imposes a risk of misuse of the credit reports, Client's breach of any requirement of this Addendum or the Agreement, any material increase to MFI CREDIT SOLUTIONS in the cost of using the Internet, or any other reason. In addition, if the Agreement is terminated, this Addendum shall automatically terminate.

7. Client agrees that its indemnity in the Agreement applies to any breach by Client of its obligations in this Addendum or credit report obtained through the MFI CREDIT SOLUTIONS Website or any information contained in any such report by any employee of Client, agent, or independent contractor of Client (or former employer, agent, or independent contractor).
8. Client agrees that MFI CREDIT SOLUTIONS may audit Client's compliance with the requirements of this Addendum at any time on reasonable notice to Client and that Client will cooperate with MFI CREDIT SOLUTIONS in such audits. Client agrees to implement any change to its procedures (whether as a result of such audit or otherwise) and to establish any new procedures requested by MFI CREDIT SOLUTIONS.
9. This Addendum will not be effective until accepted and approved by MFI CREDIT SOLUTIONS. No change in this Addendum may be made except pursuant to a written instrument executed by the Compliance Officer or other authorized officer of MFI CREDIT SOLUTIONS.

### EXHIBIT A

#### EMPLOYEE REQUIREMENTS

All Authorized Employees must agree to comply with the following requirements:

1. The employee must have read the portions of the Addendum and the Agreement for Service relating to the permissible purposes for which credit reports may be ordered from MFI CREDIT SOLUTIONS and the restrictions on the use and dissemination of such reports and the information therein, must be familiar with the requirements specified therein, and must agree to comply with such requirements.
2. The employee must agree not to disclose the MFI CREDIT SOLUTIONS Password or the Logon Code assigned to the employee to any other person.
3. The employee must agree not to order credit reports from MFI CREDIT SOLUTIONS except in performance of the employee's official duties for Company. The employee must acknowledge his or her awareness that the Fair Credit Reporting Act provides that "**[a]ny person who knowingly and willfully obtains information on a consumer from a consumer reporting agency [such as MFI CREDIT SOLUTIONS] under false pretenses shall be fined under Title 18 United States Code, imprisoned for not more than 2 years, or both.**"
4. The employee must acknowledge that credit reports contain extremely sensitive information, and agree to protect the privacy of such information by using credit reports obtained from MFI CREDIT SOLUTIONS solely in connection with the employee's official duties for Company, not copying such credit reports (except as required by the employee's official duties), not providing such credit reports or any information therein to any person (except in the course of the employee's official duties), and taking adequate steps to prevent unauthorized persons gaining access to such reports or information.
5. The employee must agree that after termination of his or her employment by Company or Company's withdrawal of the employee's designation as an Authorized Employee, the employee will not obtain or attempt to obtain credit reports from MFI CREDIT SOLUTIONS through the MFI CREDIT SOLUTIONS Password or the employee's Logon Code for any reason.

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ADDENDUM TO SUBSCRIBER AGREEMENT  
CREDIT RESCORE PROGRAM**

This agreement between MFI Credit Solutions, Inc. (herein referred to as "MFI") and \_\_\_\_\_ (herein referred to as Subscriber").

1. Subscriber is an entity that has previously been approved as having a permissible purpose with consumer consent to purchase credit reports in connection with determining consumer credit worthiness. Subscriber hereby requests that MFI Credit Solutions, Inc., in addition to processing the credit reports it has requested during the term hereof with credit scores on all requests or on an order-by-order basis, process as requested tradeline reviews for selected repositories.
2. MFI has identified on all credit reports that contain scores the source of the score and the type of score model.
3. All parties hereto acknowledge that a statistical credit score evaluates the credit history on an individual consumer in a given repository's data base and provides a score which rank orders the consumer with respect to likely credit performance. The repository has the sole responsibility based upon their credit evaluation model for determining the consumer's credit performance ranking. MFI neither warrants nor supports the adequacy nor the statistical soundness of the repository (ies) consumer credit performance ranking process.
4. The organizations that have created the credit scores have warranted that these scores are empirically derived and statistically sound and that no scoring algorithm used to create these scores uses a "prohibited basis" as each of these terms have been defined in the Equal Credit Opportunity Act, Regulation B ("Reg B"), FCRA regulations as may be changed from time to time. These scores may appear on a credit report at the request of the end user for their sole usage and convenience only. However, the score as reported by MFI is not intended to be a part of the credit report, nor does it add to the information in the report on which it is based. In addition to the score, MFI Credit Solutions, Inc. may provide up to four (4) factors from the credit report which most significantly influenced the score.
5. Subscriber recognizes that factors other than credit scores must be considered in determining the credit worthiness of the consumer as they may relate to making a mortgage credit decision. These additional factors may include the credit report, the individual credit application, and the underwriting requirements of the lender, economic factors and any other qualifying requirements that are at the sole direction of the lender.
6. Any factors that are provided to the subscriber by MFI as significantly contributing to the score may also be disclosed to consumers at consumer's request as required by Reg. B, FCRA and any other applicable regulations that may change from time to time. However, the score itself is proprietary, and may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants.
7. Subscriber shall be responsible for compliance with all laws and regulations to which it is subject; and, shall indemnify and hold MFI Credit Solutions, Inc. and its affiliated companies, representatives and employees and officers harmless from and against any and all liabilities, damages, losses, claims, costs and expenses (including attorneys' fees) arising out of or related to Subscriber's use of the bureau-based credit scores.
8. Each party hereto shall be responsible for compliance with any and all laws and regulations to which it is subject.
9. MFI in providing the referenced service "**Credit ReScore**", "**tradeline review**" as requested by the subscriber does not guarantee or warrant any change in the initial reported score that has been previously supplied with the initial credit report requested by the subscriber.
10. The subscriber acknowledges that FCRA regulations as amended prohibits the subscriber from passing on the cost of the requested "**Credit ReScore**", "**tradeline review**" may not be passed on to the consumer. It is the sole responsibility of the subscriber to adhere to the provisions of the FCRA regulations as they pertain to this requirement.
11. Except for MFI's charges for its services, this Addendum states the entire understanding of the parties as to bureau-based credit scoring, supersedes all prior correspondence, documentation or representations and may not be amended except by written agreement signed by both. However, this addendum does not supersede any other agreement in effect between the parties relating to credit reporting.
12. This addendum shall remain in full force and effect for the same term as the Service Agreement between MFI and Subscriber.

Subscriber: \_\_\_\_\_ Name & Title: \_\_\_\_\_  
Company Name Please Print

Date: \_\_\_\_\_ Signature : \_\_\_\_\_