

Signup Instructions:

In order to facilitate quick setup of your account please follow the instructions below:

1. Print the following credit agreement; please fill out information, initial and sign.
2. Fax the forms along with a recent invoice from your current credit provider to:

Gabe Glass

SettlementOne

1-800-340-2009 x161

Fax: 619-923-2601

Email: gglass@settlementone.com

(You may also scan your signed forms and email the request to Gabe directly)

3. Upon receipt of your application, you will be contacted regarding account setup and training.

FCRA COMPLIANCE AGREEMENT Version 4.4 ("Agreement")

Non Financial Institutions

Company: _____ Contact: _____

Address: _____ Title: _____

City: _____ St: _____ Zip: _____ Email: _____

Phone: _____ Fax: _____

As consideration for the right to access consumer credit report data provided by SettlementOne Credit Corporation, a California corporation ("SettlementOne"), a credit report reseller authorized to deliver such reports on behalf of Experian, Trans Union and Equifax (collectively the "Bureaus"), the undersigned client ("Client") hereby warrants, represents and agrees as follows:

Client Certifications. Client warrants and represents that it is not engaged in nor will it engage in any of the following business during the term of this Agreement: (i) adult entertainment; (ii) business operating out of an apartment or residence; (iii) attorney or law office; (iv) bail bonds services; (v) check cashing services; (vi) credit counseling or credit repair; (vii) dating service; (viii) financial counseling; (ix) genealogical or family heir research services; (x) massage services; (xi) missing children location services; (xii) pawn shop; (xiii) detective services; (xiv) any individual wishing to perform investigations for private use; (xv) third party repossession services; (xvi) spiritual counseling services; (xvii) subscription services; (xviii) tattoo services; (xix) time share services; (xx) insurance claims. Client further represents and warrants that it is familiar with and will comply with all applicable requirements of the Fair Credit Reporting Act ("FCRA"), 15 USC §1681 *et seq.*, Federal Equal Credit Opportunity Act, Gramm-Leach-Bliley Act and any amendments to them, all state law counterparts of them (including without limitation the certifications required by 1A and 1B below), and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the consumer.

Permissible Purpose Use. Client will order credit reports only for its exclusive use, solely for the purpose of screening applicants for mortgage credit. Client represents and warrants to SettlementOne that it is a mortgage broker/lender and has permissible purpose under the FCRA to request said reports in connection with a requested extension of credit from the applicant consumer. Client certifies that it will only request credit reports for the permissible purpose certified above and for Client's exclusive authorized use. Client further certifies and agrees that all credit reports requested will be held in strict confidence except to the extent that disclosure to others is required or permitted by law. Only designated and authorized representatives of Client will request credit reports on behalf of Client. Client's employees will be forbidden to obtain reports on themselves, associates or any other persons except in the exercise of their official duties. Client will not disclose credit report information to the subject of the report or any third party except as permitted herein or required by law, but will refer the subject to the applicable Bureau(s). Client agrees to implement appropriate procedures so that only employees with adequate training regarding the requirements of the FCRA have access to credit reports.

FICO Scoring Certifications. Client agrees to limit its use of the credit scores obtained under this Agreement solely to use in its own business with no right to transfer or otherwise sell, license, sublicense or distribute said scores to third parties. Client hereby certifies that it will maintain internal procedures to minimize the risk of unauthorized disclosure and agrees that such scores will be held in strict confidence and disclosed only to those of its employees with a "need to know" and to no other person. Client may, however, disclose these scores provided hereunder to credit applicants, only when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only. By signing below, client hereby certifies that it will comply with all applicable laws and regulations in using the scores and reason codes obtained hereunder.

Consumer Records. Client will obtain written authorization from each person on whom a credit report is ordered (hereunder named "Subject"), prior to ordering a credit report on such Subject, and will maintain all authorizations on file for a minimum of five (5) years from the date the authorized credit report inquiry was processed, and thereafter dispose of such consumer records in accordance with all applicable provisions of the FCRA and any governing state laws then in effect. During the five (5) year retention period, Client will make available to SettlementOne and/or any of the Bureaus copies of any and all consumer credit report authorizations, or the originals, as may be requested from time to time. Client agrees that SettlementOne or representatives of the Bureaus, upon reasonable notice, may conduct audits of Client's compliance with the FCRA and requirements of this agreement, and Client agrees to provide reasonable cooperation in connection with such audits. **THE FCRA STATES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES UNDER TITLE 18, SHALL BE FINED, IMPRISONED OR BOTH.**

Initials _____

Enforcement Of Agreement. Client shall pay all attorney fees, court costs, alternative dispute resolution fees, and collection costs incurred by SettlementOne for collecting any delinquent account hereunder, whether or not litigation is instituted. In cases where Client's account is referred to collection, Client shall also lose the benefit of any previously applied discounts and shall pay SettlementOne its prevailing retail rates then in effect for all products and services received by Client. In the event litigation or other quasi-judicial action involving this Agreement is advanced, the losing party shall pay the prevailing party in such action its reasonable attorney fees and court costs for trial, appeal, and/or bankruptcy or similar proceeding. The foregoing shall be in addition to any other recovery to which the prevailing party is entitled shall be paid. If client fails to pay as agreed, Client further authorizes SettlementOne to issue a draft for payment to Client's bank or to charge Client's credit card on file with SettlementOne. Client further agrees to pay for additional services requested and received through SettlementOne whether or not expressly described by this Agreement.

Term. Client hereby agrees to utilize SettlementOne's credit reporting and related ancillary services outlined in the attached Exhibit for a period of two (2) years following the expiration of such evaluation period. Upon expiration of the initial one (2) year term, the term shall automatically renew and continue in full force and effect for successive periods of two (2) years thereafter unless Client provides notice in writing to SettlementOne no less than sixty (60) days prior to the renewal date of its intent to terminate the agreement. SettlementOne reserves the right to immediately terminate this agreement in the event that SettlementOne determines, in its sole discretion, that any part of this agreement or vendor/vendee relationship is in violation of any law or requirement of the Bureaus. No verbal agreements and/or representations shall take precedence over the requirements of this section.

Pricing. Client agrees to pay the prices outlined in each of the attached Exhibits and/or Addendums hereto specific to each product/service provided by SettlementOne under this Agreement. An account is delinquent if not paid in full within twenty (20) days after the billing statement date. Client agrees to pay a late charge of one and one-half percent (1.5%) or ten dollars (\$10.00), whichever is greater, per month on the delinquent account until paid in full. Client agrees to pay for each SettlementOne report and all ancillary services ordered in accordance with SettlementOne's pricing in effect from time to time. Fees are not refundable. Client agrees to provide a copy of its most recent invoice from its credit provider to facilitate the credit services price match, as needed. SettlementOne may suspend or terminate providing credit reports and/or all ancillary services hereunder until amounts owed by Client have been paid in full.

Indemnification. Client shall indemnify and hold harmless SettlementOne, its affiliated corporations, all officers, directors, agents and employees from and against any and all liability, losses, claims, damages, and expenses caused by any service interruption and but not limited to, attorney fees and court costs arising from or in any way connected with any breach by Client of any representation, warranty, covenant, or a agreement herein including, without limitation any improper publication or disclosure or other misuse of any actions by any subject or any other third party in connection with any credit report. SettlementOne may cease providing reports at will. Client further indemnifies and holds harmless the Bureaus and their respective agents, employees and representatives harmless from and on account of any expense or damage arising or resulting from the publishing or other disclosure of consumer credit reporting information by Client, its employees or agents contrary to the conditions of Paragraph 2 or applicable law. Client understands that the accuracy of any credit report data received by Client is not guaranteed by SettlementOne or the Bureaus for accuracy, and Client releases SettlementOne and the Bureaus and their respective affiliate companies, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the delivery of any credit report information/services and from any loss or expense suffered by Client resulting directly or indirectly from such credit report information/services.

Credit Report Authorization. The individual signing below hereby expressly authorizes SettlementOne to obtain an individual, investigative consumer credit report for the purposes of evaluating Client's eligibility for new account activation. Should the individual authorizing this credit report wish to receive an additional disclosure regarding SettlementOne's use of this investigative consumer credit report, s/he may contact SettlementOne to request such further information. Upon such request, SettlementOne and/or the applicable credit reporting agency (i.e. any of the three Bureaus) will provide this information to Client in accordance with the applicable provisions of the FCRA and/or applicable law.

General. The waiver of one party of any covenant, condition, obligation, representation warranty or promise in this agreement shall not invalidate this agreement or be deemed a waiver by such party of any other covenant, condition, obligation, representation, warranty or promise. The waiver by a party of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself. The rights and remedies provided by each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or contract. This Agreement may not be changed orally, but only by written instrument signed by both parties. If any provision of this Agreement adjudged illegal or invalid by a court of competent jurisdiction, such judgment shall not invalidate the remainder of the Agreement, which shall remain in full force and effect. All terms will be enforced to the greatest extent allowed by law. All exhibits attached to this agreement are incorporated herein and constitute an integral part hereof. Client shall not assign its rights or obligations under this Agreement without the prior written consent of SettlementOne. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement will be governed by and construed in accordance with the laws of the state of California, without giving effect to its conflicts of laws provisions. The parties to this Agreement consent to the exclusive jurisdiction and venue of the courts and alternative dispute forums located within San Diego County, California, consent to service of process delivered therein, and waive any right to challenge such jurisdiction or venue. SettlementOne may immediately terminate this Agreement upon notice to Client upon Client's breach of any provision of this Agreement or where so directed to do so by the Bureaus.

Initials _____



Vermont Fair Credit Reporting Contract Certification. The undersigned Client, acknowledges that it subscribes to receive various consumer credit report information services from SettlementOne and the Bureau in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Subscriber's continued use of such consumer credit report information services in relation to Vermont consumers, Client hereby certifies as follows:

Vermont Certification. Client certifies that it will comply with applicable provisions under Vermont law. In particular, Client certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Client has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Client further certifies that a copy of §2480e of the Vermont Fair Credit Reporting Statute was received from SettlementOne.

Initial _____

Access Security Requirement Certification. By executing this Agreement below, Client hereby certifies that they have read and understand the attached "Access Security Requirements" which outlines the Client's obligations to ensure that all consumer credit data information is secure from unauthorized access. Client further certifies that they will adhere to the criteria outlined in the attached "Access Security Requirements".

End User Certification. By executing this Agreement below, Client hereby certifies that they are the end user for all credit information accessed through SettlementOne under this Agreement. Client further certifies that they WILL NOT FURTHER SELL ANY OF THE CREDIT INFORMATION accessed through SettlementOne under this Agreement.

The undersigned individual, being employed by and/or financially interested in the Client identified below, and in consideration of SettlementOne entering into a service agreement and related contracts with such Client, personally and individually guarantees all payments due to Settlement One by Client. The undersigned waives presentment, protest, demand and notice of dishonor or default in connection with this guarantee and any payments due by Client to SettlementOne, including without limitation reasonable attorneys' fees and costs of suit. The undersigned individual expressly recognizes that this guarantee creates a personal obligation, and that any default under this guarantee may be reflected on the undersigned personal credit file. The undersigned further expressly acknowledge the right of SettlementOne to check the undersigned personal credit file and/or other financial references. The undersigned further certifies the above information is true and correct and agrees to the terms of this agreement. The undersigned is a duly authorized representative of Client with all powers required to execute this Agreement.

By executing this Agreement below, Client is certifying that they have read and understand the provided material entitled "Notice to Users of Consumer Reports, Obligations of Users" which explains Client's obligations under the FCRA as a user of consumer report information. Client is further certifying that it agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act. Client certifies that it **IS** a "retail seller," as defined in Section 1802.3 of the California Civil Code and **DOES** issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

Signature: _____ Title: _____

Name Printed: _____ SSN: _____ - _____ - _____ [NOT FED. TAX ID]

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Printed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____



**EXHIBIT A
Credit Services
Pricing Table**

Credit Product / Service	Price
Individual Tri-merge*	\$0.50 off current invoice
Joint Tri-merge*	\$1.00 off current invoice
Credit Assure	\$0.30
Ancillary Credit Products	Price Match
Set Up Fee	\$75
Monthly Minimum	\$0

* Pricing does not include taxes or regulatory fees where applicable.
Please provide a current invoice to receive discounted pricing above.

Initials _____
Date _____



FICO SCORING MODEL ADDENDUM

1. The Client 's warranty that it has a “permissible purpose” under the Fair Credit Reporting Act, as it may be amended from time to time, to obtain the information derived from the Fair Isaac Model.
2. Notwithstanding any contrary provision of this End User Agreement, End User may disclose the Scores provided to End User under this End User Agreement to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decision only.
3. Client agrees to comply with all applicable laws and regulations using the Scores and reason codes purchased from SettlementOne and certifies that it has permissible purpose under the Fair Credit Reporting Act to obtain said score information. Client agrees to limit its use of the Scores and reason codes to its own business and will not sell transfer, license or distribute said scores to third parties. Client agrees to maintain internal procedures to minimize the risk of unauthorized disclosure and agree that such 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.
4. Client and it’s employees, agents or subcontractors will not use 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 Fair Isaac Model without such entity’s prior written consent.
5. Client will not in any manner, directly or indirectly, attempt to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian/Fair, Isaac in performing the Experian/Fair, Isaac Model.
6. Warranty – Fair Isaac warrants that the Fair Isaac Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Fair Isaac Model is applied is similar to the population sample on which the Fair Isaac Model was developed, the Fair Isaac Model score may be relied upon by Client and/or End Users to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to End Users. Fair Isaac further warrants that so long as it provides the Fair Isaac Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 *et. Seq.* The foregoing warranties are the only warranties Fair, Isaac have given Client and/or End Users with respect to the Fair Isaac model and such warranties are in lieu of all other warranties, express or implied, Fair Isaac might have given Client and or End Users with respect thereto, including, for example, warranties of merchantability and fitness for a particular purpose. Client and each respective End User’s rights under the foregoing Warranty are expressly conditioned upon each respective End User’s periodic revalidation of the 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.*).
I understand and agree to the following terms and conditions regarding the use of credit scores and reason codes obtained through SettlementOne and/or the three major credit repositories.

By: _____

Title: _____

Date: _____

For your records, attached is a copy of the Vermont Fair Credit Reporting Statute, Notice to Users of Consumer Reports: Obligation of Users Under the FCRA, California Reseller Requirements, and Access Security Requirements.

This documentation *does not* need to be signed nor return

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

§ 2480e. Consumer consent

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

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

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

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

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

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

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

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

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

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

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

**NOTICE TO USERS OF CONSUMER REPORTS:
OBLIGATIONS OF USERS UNDER THE FCRA
AND CALIFORNIA RETAIL SELLER COMPLIANCE REQUIREMENTS**

All users subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Persons not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website at www.ftc.gov/credit. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. [Section 604\(a\)\(3\)\(A\)](#)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. [Sections 604\(a\)\(3\)\(B\) and 604\(b\)](#)
- For the underwriting of insurance as a result of an application from a consumer. [Section 604\(a\)\(3\)\(C\)](#)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. [Section 604\(a\)\(3\)\(F\)\(i\)](#)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. [Section 604\(a\)\(3\)\(F\)\(ii\)](#)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. [Section 604\(a\)\(3\)\(D\)](#)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. [Section 604\(a\)\(3\)\(E\)](#)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. [Sections 604\(a\)\(4\) and 604\(a\)\(5\)](#)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. [Section 604\(c\)](#). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of a diverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615 (a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer’s written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605 A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer’s alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer’s file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission’s regulations will be available at www.ftc.gov/credit.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission’s regulations may be found at www.ftc.gov/credit.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

- If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:
 - Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained.
 - Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
 - Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if an adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
 - Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by a n entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for a non insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.

VIII. OBLIGATIONS OF RESELLERS

Not Applicable – Intentionally Reserved.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The FTC's Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA. Information regarding required notices related to consumer rights, employment screening based on credit report information, and identity theft may also be found at <http://www.ftc.gov/bcp/online/pubs/credit/fcrasummary.pdf>.



Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 606	15 U.S.C. 1681d
Section 603	15 U.S.C. 1681a	Section 607	15 U.S.C. 1681e
Section 604	15 U.S.C. 1681b	Section 608	15 U.S.C. 1681f
Section 605	15 U.S.C. 1681c	Section 609	15 U.S.C. 1681g
Section 605A	15 U.S.C. 1681cA	Section 610	15 U.S.C. 1681h
Section 605B	15 U.S.C. 1681cB	Section 611	15 U.S.C. 1681i
Section 606	15 U.S.C. 1681d	Section 612	15 U.S.C. 1681j
Section 607	15 U.S.C. 1681e	Section 613	15 U.S.C. 1681k
Section 608	15 U.S.C. 1681f	Section 614	15 U.S.C. 1681l
Section 609	15 U.S.C. 1681g	Section 615	15 U.S.C. 1681m
Section 610	15 U.S.C. 1681h	Section 616	15 U.S.C. 1681n
Section 611	15 U.S.C. 1681i	Section 617	15 U.S.C. 1681o
Section 612	15 U.S.C. 1681j	Section 618	15 U.S.C. 1681p
Section 613	15 U.S.C. 1681k	Section 619	15 U.S.C. 1681q
Section 614	15 U.S.C. 1681l	Section 620	15 U.S.C. 1681r
Section 615	15 U.S.C. 1681m	Section 621	15 U.S.C. 1681s
Section 616	15 U.S.C. 1681n	Section 622	15 U.S.C. 1681s-1
Section 617	15 U.S.C. 1681o	Section 623	15 U.S.C. 1681s-2
Section 602	15 U.S.C. 1681	Section 624	15 U.S.C. 1681t
Section 603	15 U.S.C. 1681a	Section 625	15 U.S.C. 1681u
Section 604	15 U.S.C. 1681b	Section 626	15 U.S.C. 1681v
Section 605	15 U.S.C. 1681c	Section 627	15 U.S.C. 1681w
Section 605A	15 U.S.C. 1681cA	Section 628	15 U.S.C. 1681x
Section 605B	15 U.S.C. 1681cB	Section 629	15 U.S.C. 1681y

ACCESS SECURITY REQUIREMENTS

Client and SettlementOne must work together to protect the privacy and information of consumers. The following information security measures are designed to reduce unauthorized access to consumer information. It is Client's responsibility to implement these controls. If Client does not understand these requirements or need assistance, it is Client's responsibility to employ an outside service provider to assist. The Bureaus reserve the right to make changes to Access Security Requirements without notification. In accessing credit data from SettlementOne and the Bureaus, Client hereby agrees to follow these security requirements:

1. Implement Strong Access Control Measures

- Do not provide your SettlementOne client code, login(s) or password(s) to anyone. No one from SettlementOne or any of the credit reporting agencies will ever contact you and request your code, login(s) and/or password(s).
- Proprietary or third party system access software must have all access codes, logins and passwords hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- Client must request from SettlementOne that its password(s) be changed immediately when: (a) Any system access software is replaced by another system access software or is no longer used; and/or (b) The hardware on which the software resides is upgraded, changed or disposed of.
- Protect SettlementOne client code, login(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your client code, login(s) and password(s).
- Create a separate, unique user ID and password for each user to enable individual authentication and accountability for access to SettlementOne's infrastructure.
- Ensure that user ID's are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- Keep user passwords confidential.
- Develop strong passwords that are: (a) Not easily guessable; and (b) contain a minimum of seven (7) alpha/numeric characters for standard user accounts.
- Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- Active logins to credit information systems must be configured with a thirty (30) minute inactive session, timeout.
- Restrict the number of key personnel who have access to credit information.
- 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 purpose utilized by Client.
- Ensure that all employees of Client do not access their own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction.
- Implement a process to terminate access rights immediately for users when they have been terminated or when they have a change in their job tasks and no longer require access to credit information.
- After normal business hours, turn off and lock all devices or systems used to obtain credit information.
- Implement physical security controls to prevent unauthorized entry to Client's facility and access to systems used to obtain credit data.

2. Maintain a Vulnerability Management Program

- Keep operating system(s), firewalls, routers, servers, personal computers and all other systems current with appropriate system patches and updates.
- 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.
- Implement and follow current best security practices for computer virus detection and anti-spyware scanning services and procedures: (a) Use, implement and maintain a current, commercially available computer virus detection/scanning and anti-spyware scanning product on all computers, systems and networks; (b) if you suspect an actual or potential virus and/or spyware, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated; (c) 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; (d) run a secondary anti-spyware scan upon completion of the first scan to ensure all spyware has been removed from your computers; and (e) 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.

3. Protect Data

- 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.)
- All credit reporting agency data is classified as Confidential and must be secured to this requirement at a minimum.
- Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.
- Only open email attachments and links from trusted sources and after verifying legitimacy.

4. Maintain an Information Security Policy

- Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 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.
- 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.
- Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore that importance of security within your organization.

5. Build and Maintain a Secure Network

- Protect internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.
- 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.
- Administrative access to firewalls and servers must be performed through a secure internet wired connection only.
- 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.
- Encrypt wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
- 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 Test Networks

- Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
- Use current best practices to protect telecommunications systems and any computer system or network device(s) you use to provide services hereunder to access SettlementOne and Bureau 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: (a) protecting against intrusions; (b) securing the computer systems and network devices; and (c) 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 Bureaus require that Client retain application and, if applicable, a purchase agreement for a period of not less than 25 months. When conducting an investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their credit report, the credit reporting agency will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract. "Under Section 621(a)(2)(A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation."

Addendum to FCRA Compliance Agreement

This Addendum to FCRA Compliance Agreement ("Addendum") shall be effective as of October 21, 2009 by and between SettlementOne Credit Corporation ("SettlementOne") and ("Client").

WHEREAS, SettlementOne and Client have previously entered into a FCRA Compliance Agreement for credit reporting and related ancillary services provided by SettlementOne to Client in connection with Client's mortgage lending business; and

WHEREAS, Client desires to enter into an agreement for additional services from SettlementOne for the purpose of verifying federal tax filings for Client's mortgage lending customers (the "Services").

NOW, THEREFORE, BE IT RESOLVED, that SettlementOne and Client hereby agree to effectively modify the FCRA Compliance Agreement to include the following services at the rates set forth below.

Tax Verification Services

Client agrees to pay the fees outlined below for the Services provided by SettlementOne upon Client's request.

Tax Verification*	Fee
First Year	\$8.50
IRS Fee Per Year (after first year)	\$4.50
SSA Authorization	\$9.00

The undersigned individual hereby certifies that they have full power and authority to enter into this Addendum. The undersigned parties hereby acknowledge and agree that all other terms set forth in the FCRA Compliance Agreement shall remain in full force and effect without modification.

****** Anticipated Volume: _____**

"CLIENT"

"SETTLEMENTONE"

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Email: _____

Email: _____

Company: _____

Date: _____

Date: _____