



www.thecreditbureau.com

10 S Riverside Plaza Suite 1800 Chicago, IL 60606

Phone:(800) 240-0403 Fax(877) 831-1077

To Submit this Application:

If you are a corporation:

- 1. Complete, sign and initial the membership application.**
- 2. Include copies of documentation verifying your business and professional license. Examples:**
 - Business License
 - Professional License
 - Corporate Charter or Similar Certificate of Organization for Partnership/LLC (Certified Copy)
- 3. Initial ALL pages of the Application, sign where indicated, and fax the Application and supporting documentation to Thecreditbureau.com Inc., at 877-831-1077.**
- 4. Copy of a voided, or blank check from your business checking account.**
- 5. Copy of your telephone bill**
- 6. Copy of owner's driver's license**
- 7. Copy of the release form**
- 8. Physical Inspection will be performed by a third party company**
- 9. Letter of Intent**

The information submitted on this Application and Agreement will be used to determine eligibility for accessing information provided by Thecreditbureau.com Inc., ("TCB"). Thecreditbureau.com Inc. reserves the right to reject this Application and Agreement without reason or, without recourse against Thecreditbureau.com Inc. or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, the applicant hereby authorizes Thecreditbureau.com Inc. to Independently verify the information provided herein.

Initial _____

Application & Agreement



Phone:(800) 240-0403 Fax(877) 831-1077

General Company Information www.TheCreditBureau.com

Name/Company Name: _____ Years in Business: _____ Years _____ Months _____
Type of Ownership: (indicate one) Partnership Sole Owner Corporation If tenant screening. How many Units? _____
Other business name(s) or dba: _____ Is your office at home? _____
Are you a member of an association? _____ Name the Association _____
Who is your credit report provider now? _____ How many credit reports do you presently run in one month? _____
Do you do business under any other name? If Yes what name: _____
Your Company's Web Address: _____

Physical Street Address (no P.O. Box numbers please): _____
City: _____ State: _____ Zip: _____ How long? _____ Years _____ Months _____
Phone: () _____ Fax: () _____ Email _____
Previous Address: _____ City: _____ State: _____ Zip: _____ How long? _____
Do you own or lease the building in which you are located? (please check one) Own Lease
Is there evidence of: Advertising Letterhead Business cards Yellow pages
Is the office space shared with any other business? No Yes, name and type _____
Is the client associated with credit repair? No Yes Number of employees: _____
Does the client have an Investigation License? Yes No If yes, please provide a copy with this application.
How will the client be accessing the Credit Reports?: (i.e. PC, Credit Terminal, CPU, Touch-Tone) _____

Billing Options & Trade References (list at least three)

Credit Card _____ (Proceed to part 1) Direct Billing _____ (Proceed to part 2)
Part 1: If you choose to be billed on a credit card, fill out this portion - We accept American Express, Visa, Master card
Cardholder Name _____ Card Number _____ Expire (MM?YY) _____
Security Code (Back of the Card) _____ Cardholder statement address _____
State _____ Zip _____ Card Type MasterCard Visa American Express

By choosing to have my credit card billed by TCB, I hereby authorize TCB to bill my credit card for the charges incurred for use of TCB's service.
Additionally, I hereby agree that if the credit card company refuses to pay TCB for such charges incurred for use of the TCB service, I shall be personally responsible for the payment of such charges.

Part 2: If you choose to be billed directly, fill out this portion

By submitting this direct billing application, I certify that I am authorized to apply for credit on behalf of the company named in this Application. I further certify that the information I provide relating to this credit application is true and complete. I hereby grant permission to TCB to verify the credit data relating to the credit information provided here in.

Billing Contact

Initial _____

Last Name _____ First Name _____ Title _____
Telephone () _____ Extension _____ Fax () _____ Email _____
Billing Address _____ City _____ State _____ Zip _____

Principals of the company (required for companies incorporated less than five years and also required for all sole proprietors and partnerships)

Last Name _____ First Name _____ Title _____ SS# _____
Last Name _____ First Name _____ Title _____ SS# _____
Last Name _____ First Name _____ Title _____ SS# _____

Banking Information

Financial Institution _____ Contact Name _____ Title _____
Address _____ City _____ State _____ Zip _____
Contact Telephone Number () _____ Ext _____
Type of Account: _____ Checking _____ Savings _____ Account Number _____

Business Credit References

Name _____
Address _____
Telephone number _____ Contact person _____
Name _____
Address _____
Telephone number _____ Contact person _____
Name _____
Address _____
Telephone number _____ Contact person _____

Affiliated or Parent Company Information

Do you use credit reports for more than one business or branch of our organization? ___ Yes ___ No
Affiliated or Parent Company: _____
Contact: _____ Title: _____
Address: _____ Phone: () _____
City: _____ State: _____ Zip: _____

Permissible Purpose Information Application will not be processed unless this information is provided.

Describe the specific purpose for which TCB credit information will be used: _____

This Agreement is made this _____ day of _____, year of _____ by and between _____ (includes all officers, partners, agents, employees and representatives of CLIENT) hereinafter referred to as CLIENT and Thecreditbureau.com Inc., Inc. hereinafter referred to as TCB, to provide consumer reporting services as outlined below. This Agreement shall be governed by and construed under the laws of the State of _____ and shall remain in force and in effect for one year and thereafter, from year to year, on the same basis as set forth. This agreement can be terminated for any reason by either party without prior notification.

Initial _____

TCB Responsibilities and indemnities

TCB shall be knowledgeable of and will comply with all applicable provisions of the Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 et seq, and all other applicable statutes, both federal and state.

TCB shall furnish all discovered pertinent information not considered obsolete by FCRA on individuals, firms or corporations, including but not limited to: identifying information, credit history, employment and public records information.

TCB reserves the right to subcontract, assign, or hypothecate its rights and responsibilities hereunder and specifically, without limitation, to contract with suppliers of products or services to be provided to Client.

TCB shall use good faith in obtaining and assembling requested information from sources deemed reliable, but does not guarantee the accuracy of any information furnished by TCB to CLIENT. In no event shall TCB be liable to CLIENT in any manner whatsoever for any loss or injury to CLIENT resulting from the obtaining or furnishing of information or consumer notice forms and further CLIENT agrees to hold TCB harmless and indemnify TCB, vendors, Equifax, Trans Union and Experian from any and all claims, losses and damages arising out of the manual or electronic issuance of such reports or the failure of CLIENT to keep and perform any of its obligations described herein. Nothing contained herein shall relieve TCB of damages resulting from gross negligence or malfeasance.

Client Entitlements and Responsibilities

CLIENT shall be knowledgeable of and will comply with all applicable provisions of the Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 et seq, and all other applicable statutes, both federal and state. CLIENT acknowledges that the attached FTC "Notice To Users of Consumer Reports" is hereby made an integral part of this agreement. Consumer notice forms provided shall be used in correspondence with the consumer only with the express consent of Client's legal counsel.

Each time a request for a consumer report is made, CLIENT will use the information solely in connection with a credit transaction or a rental-lease agreement involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer.

Under this agreement, CLIENT may request reports on himself/herself, associates, or any other person only in the exercise of Client's official duties.

CLIENT may provide a copy of a consumer report to the consumer to whom it relates, however CLIENT shall not sell, provide or discuss contents of any consumer report with any third party not directly associated with that particular credit or purchase decision

CLIENT may not resell credit information in part or in its entirety to any business or consumer.

CLIENT certifies that it is neither an investigative agency, detective agency, law firm, government law enforcement agency or credit repair company.

CLIENT certifies that reasonable measures to enforce access security will be enforced to protect the unauthorized use of credit information.

FCRA provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code, or imprisoned not more that two years, or both.

Payment Terms

CLIENT agrees to pay accrued charges within 10 days following receipt of Statement/Invoice. Sur-charges may be added for services provided on residents of certain states. TCB reserves the right to change prices with a 30 day written notice. Finance charges will be computed at a periodic rate of 1.5% per month, an annual rate of 18%. If CLIENT is delinquent in any payment provided for herein or is in violation of any term of this Agreement or has breached any term of this Agreement, TCB will have an unrestricted right, without prior notice, to forthwith terminate this Agreement. CLIENT agrees to this term of severance without notice and waives any claim for any resulting damages. CLIENT authorizes TCB to collect reasonable attorney's fees and/or expenses incurred by TCB in the process of collecting Client's unpaid obligations. Applicable sales tax will be added if CLIENT is located in a state which requires sales tax. I/We agree to pay the applicable registration fee in order to be approved to do business with TCB. Undersigned personally guarantees the payments for the services used.

Authorization and Acceptance

ACCEPTED BY:

CLIENT NAME _____ TCB _____

BY _____ BY _____

Signer certifies that he/she has full authority to sign for and obligate CLIENT to the terms of this agreement.

POSITION _____ POSITION _____

DATE _____ DATE _____

Initial _____

ACCESS SECURITY REQUIREMENT

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer credit reports.

In signing the TCB Membership agreement, you agree to follow these measures.

1. You must protect your TCB Account number so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of your account number. Do not post the information in any manner within your facility.
2. System access software, whether developed by your company or purchased from a third party vendor, must have your TCB account number and password "hidden" or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique logon password.
3. Do not discuss your TCB account number and password (if any) by telephone with any unknown caller, even if the caller claims to be an employee of TCB, Experian, Trans Union or Equifax.
4. Restrict the ability to obtain credit information to a few key personnel.
5. Place all terminal devices or faxes used to obtain credit information in a secure location within your facility. You should secure these devices so that unauthorized persons cannot easily access them.
6. After normal business hours, be sure to turn off and lock all devices, systems or file cabinets used to file or obtain credit information.
7. Secure hard copies and electric files of consumer reports within your facility so that unauthorized person cannot easily access them.
8. Shred or destroy all hard copy consumer reports when no longer needed.
9. Erase or scramble electronic files containing consumer information when no longer needed when applicable regulations(s) permit destruction.
10. Make all employees aware that your company can access credit information only for the permissible purposes listed in the Permissible Purpose information section of your membership application. Your employees may not access their own report or the report of a family member or friend if your company does not have permissible purpose.

Record Retention: It is important that you keep credit applications for a reasonable period of time. This will help to facilitate the investigative process if a consumer claims that your company inappropriately accessed their credit report. (Note: The Federal Equal Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 25 month.)

" Under section 621(a) (2) (A) of the FCRA, any person that violates any of the provisions of FCRA may be liable for a civil penalty of not more that \$2500 per violation."

BY SIGNING THIS FORM YOU ARE ATTESTING THAT YOU HAVE FULLY READ, UNDERSTOOD AND AGREED TO ALL OF THE ABOVE STATED INFORMATION.

Print Name _____ Signature _____ Date: _____

Initial _____

GLB, DPPA ADDENDUM

ACCEPTABLE USES (CHECK ALL THAT APPLY—AT LEAST ONE MUST BE CHECKED)

The information that the TCB Service provides to the end user may contain consumer identification information governed by the Gramm-Leach-Bliley Act (GLB). In accordance with GLB, such information may only be used for the following purposes:

Completion of a transaction authorized by the consumer including but not limited to the collection of delinquent accounts

Application Verification including but not limited to (a) employment application information verification (however, TCB data cannot be used to make an employment decision as outlined in the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*)), (b) property leasing application information verification (however, TCB data cannot be used for making a leasing decision as outlined in the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*)), and (c) insurance application information verification (however, TCB data cannot be used for making a decision to insure an individual or business as outlined in the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*)). Customer represents and warrants that TCB data will not be used for purposes governed by the Fair Credit Reporting Act.

Law firm and attorney functions

Insurance purposes including (a) account administration, (b) reporting, (c) fraud prevention, (d) premium payment processing, (e) claim processing and investigation, (f) benefit administration, or (g) research projects

Fraud detection and prevention

Required institutional risk control/dispute resolution for resolving customer disputes or inquiries

I have no GLB permitted use.

INDUSTRY CLASS: (Check the item that best describes the type of business in which you are engaged—**select one.**)

Attorney/Law Office Insurance Utility Company

Banking Landlord/Management Company Other

(Specify) _____

Child Support Enforcement

Collection

Government

Human Resources

TERMS AND CONDITIONS

RESTRICTED LICENSE. Thecreditbureau.com Inc. Hereby grants to Customer a restricted license to use the TCB Services in accordance with the acceptable use(s) identified by Customer in the TCB Application and Agreement. The TCB Application and Agreement has identified industry-specific appropriate uses for which its TCB Services are to be used, and Customer agrees to state its appropriate use for any requested information prior to accessing it, to limit its use to those stated purposes, and to take appropriate measures so as to protect against the misuse of information provided pursuant to the TCB Services. Customer also agrees that it shall not access the TCB Services from Internet Protocol addresses located outside of the United States and its territories without Thecreditbureau.com Inc. 's prior written approval. Customer shall not use the information provided hereunder for any purpose that would violate the privacy obligation policy and any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 *et seq.*), the Federal Drivers Privacy Protection Act (18 U.S.C. § 2721 *et seq.*), or any similar state or local statute, rule, or regulation. Customer shall not use the TCB Services for purposes governed by the federal Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*) including the purpose of serving as a factor in establishing a consumer's eligibility for (a) credit or insurance to be used primarily for personal, family, or household purposes; (b) employment purposes; or (c) any other purpose authorized under the federal Fair Credit Reporting Act. Customer shall abide by such legislation and rules and regulations as may be enacted or adopted after the date hereof.

Initial _____

Customer agrees that if Thecreditbureau.com Inc. determines or reasonably suspects that Customer is reselling or brokering the TCB Services' programs or computer applications, or otherwise violating any of the laws or regulations described in these terms and conditions, Thecreditbureau.com Inc. may immediately terminate the delivery of, and the license to use, the TCB Services.

PERFORMANCE. Thecreditbureau.com Inc. will use reasonable efforts to deliver the TCB Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the TCB Services; *provided, however,* that the Customer accepts all information "AS IS." Customer acknowledges and agrees that Thecreditbureau.com Inc. obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on Thecreditbureau.com Inc. for the accuracy or completeness of information supplied in using the TCB Services.

WARRANTIES/LIMITATION OF LIABILITY. Neither Thecreditbureau.com Inc. nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, Thecreditbureau.com Inc. and its data providers are hereby collectively referred to as "Thecreditbureau.com Inc. ") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided TCB service-related data) for any loss or injury arising out of or caused in whole or in part by Thecreditbureau.com Inc. 's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the TCB Services. If, notwithstanding the foregoing, liability can be imposed on Thecreditbureau.com Inc. then Customer agrees that Thecreditbureau.com Inc. 's aggregate liability for any and all losses or injuries arising out of any act or omission of Thecreditbureau.com Inc. in connection with anything to be done or furnished under this Application and Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00; provided, however, that such limitation of liability shall not apply to Thecreditbureau.com Inc. 's indemnification obligation detailed in Section 10 hereof; and Customer covenants and promises that it will not sue Thecreditbureau.com Inc. for an amount greater than such sum even if Thecreditbureau.com Inc. and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against Thecreditbureau.com Inc. . Thecreditbureau.com Inc. does not make and hereby disclaims any warranty, express or implied, with respect to the TCB Services provided hereunder; *provided, however,* that Thecreditbureau.com Inc. does hereby warrant that Thecreditbureau.com Inc. has complied with the law and applicable third-party data provider contracts in providing the TCB Services. Thecreditbureau.com Inc. does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the TCB Services or the components thereof or information provided hereunder. In no event shall Thecreditbureau.com Inc. be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof.

INDEMNIFICATION. Customer hereby agrees to protect, indemnify, defend, and hold harmless Thecreditbureau.com Inc. from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to use of information received by Customer (or any third party receiving such information from or through Customer) furnished by or through Thecreditbureau.com Inc. . Thecreditbureau.com Inc. hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to a breach by Thecreditbureau.com Inc. of the warranty made by Thecreditbureau.com Inc. regarding authorized provision of the data in Section 9 hereof.

AUDIT. Customer understands and agrees that in order to ensure compliance with the GLB, the DPPA, and other similar laws, Thecreditbureau.com Inc. will conduct periodic reviews of Customer activity and may, on a random basis, contact Customer to provide documentation of executed searches. Thecreditbureau.com Inc. shall also investigate all legitimate reports of abuse or misuse of TCB Services by Customer or others. Customer agrees to cooperate fully with any and all investigations. Violations discovered in any review by Thecreditbureau.com Inc. will be subject to immediate action including, but not limited to, termination of the license to use TCB Services, legal action, and/or referral to federal or state regulatory agencies.

ACCEPTED BY:	
CLIENT NAME _____	TCB _____
BY _____	BY _____
Signer certifies that he/she has full authority to sign for and obligate CLIENT to the terms of this agreement.	
POSITION _____	POSITION _____
DATE _____	DATE _____

Initial _____

COURT SEARCH ADDENDUM

TO TCB SERVICE APPLICATION AND AGREEMENT

The TCB Court Search™ utilizes a contracted agent network to perform courthouse searches nationwide in order to provide TCB Customers with the most up-to-date civil and criminal histories. To gain access to the TCB Court Search, TCB Customers must first fully complete this Court Search Addendum to the TCB Service Application and Agreement and return a fully executed copy by **fax** to Thecreditbureau.com at **877-831-1077**.

TERMS AND CONDITIONS

Customer here by requests to become a participating customer in the TCB Court Search, whereby the Customer can access and place orders for court searches. Customer understands and agrees to prepay the charges for each TCB Court Search at the time the order is placed by way of credit card payment, and Customer explicitly agrees that all TCB Court Search charges are non-refundable. Customer here by agrees to be liable for all TCB Court Search charges incurred by the Customer in the event a credit card payment is reversed, cancelled or otherwise charged back for any reason. Court Search charges are published at www.thecreditbureau.com and are prominently displayed at the time of the order.

If the terms and conditions of the TCB Service Application and Agreement and the terms and conditions of this Court Search Addendum are in conflict, then the terms and conditions of this Court Search Addendum shall apply. It is expressly understood that TCB data, whether through online searches or by placement of Court Search orders, cannot be used for any “permissible purpose” as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), including the making of an employment decision, a leasing decision, or a decision to insure an individual or business. See Restricted License (Part 5, Section C, ¶ 1) of the TCB Service Application and Agreement.

ACCEPTED BY:

CLIENT NAME _____ TCB _____

BY _____ BY _____

Signer certifies that he/she has full authority to sign for and obligate CLIENT to the terms of this agreement.

POSITION _____ POSITION _____

DATE _____ DATE _____

Initial _____