




Dear Prospective Customer: 

Thank you for your interest in membership with CIBMS. As you know, access to consumer credit reports is strictly regulated by the Federal Fair Credit Reporting Act. For this reason, we need specific information in order to process your request for membership. The items we require are:

- **A completed *Customer Information* form (enclosed).**
- **A letter on your company letterhead stating the nature of your business, your intended use for consumer reports, and your anticipated monthly volume.**
- **A copy of your Annual Report (from within the last 12 months).**
- **A copy of your business license, articles of incorporation, or certificate of authority or good standing from the state in which you are incorporated or doing business.**

Additionally, the following items are required for new companies in business *one year or less*:

- **A copy of the office lease**
- **A copy of a recent utility bill**
- **A copy of the principle's current drivers license**

On-Site inspections are required on all new membership applications. You will be contacted by one of our vendors to set up an appointment. *Please note that a \$150 (Includes Tax) fee will be incurred.*

On-site visit will also be required for all change of addresses, change of ownership and additional branches.

An *annual* on-site visit inspection will be conducted on all businesses working out of their residence. *Please note that a \$150 (Includes Tax) annual fee will be incurred.*

We will process your application as quickly as possible, and look forward to serving you.

To speed the approval process, you may fax the completed forms to: 203-931-2005 and mail the original to CIBMS Attention Membership Dept., 600 Saw Mill Road, West Haven, CT 06516.

All documents must be signed by the Owner, President, Vice President or Officer of Company.

CONNECTICUT OFFICE

600 Saw Mill Road, P.O. Box 26775
West Haven, CT. 06516
Tel (800) 243-0120
Fax (203) 931-2005

www.cibms.com

RHODE ISLAND OFFICE

70 Jefferson Boulevard
Warwick, R.I. 02888
Tel (800) 526-6699
Fax 401-781-8780

Please fax this document to 530-431-3915 - For any questions please call 239-910-4311, Thank you. Jerry L. Nickerson



SERVICE AGREEMENT

In order to obtain CONFIDENTIAL credit information _____, (hereinafter referred to as "Customer") requests **Credit Information Bureau Mortgage Services**, a division of the **Credit Bureau of Connecticut, Inc.** a Connecticut Corporation (hereinafter referred to as "**CIBMS**") for the use of its services, and its ability to access consumer reports from one or more of the consumer credit reporting agencies (Consumer Reports), under terms and conditions outlined below, and in consideration of the mutual benefits, Customer and CIBMS enter into the following agreement

1. Scope of Agreement: This Agreement consists of the general terms set forth in the body of this Agreement. Addendum A (Access Security Requirements/Security Breach Notification); Addendum B (End User Certification of Compliance California Civil Code); Addendum C (Vermont Fair Credit Reporting Contract Certification); Addendum D (Notice to Users of Consumer Reports: Obligations of Users Under the Fair Credit Reporting Act) If there is a conflict between the general terms and conditions and any Addendum, the provisions of the Addendum will govern and control.
2. Customer is a _____ and has a permissible purpose for obtaining Consumer Reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) as amended by the Consumer Credit Reporting Reform Act of 1996, hereinafter called "FCRA." The CUSTOMER certifies their permissible purpose as:
 - In connection with a credit transaction 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;
 - In connection with the underwriting of insurance involving the consumer or review of existing policyholders for insurance underwriting purposes;
 - For a legitimate business need in connection with a business transaction that is initiated by the consumer;
 - As a potential investor, or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with an existent credit obligation.
3. Customer certifies that it will request consumer reports pursuant to procedures prescribed by CIBMS from time to time and only for the permissible purpose certified above, and will use the reports obtained for no other purpose. Customer shall use each consumer report only for a one-time use and shall hold the report in strict confidence, and not to disclose it to any third parties; provided, however that Customer may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, for scores obtained from Trans Union, Equifax Information Services, or Experian Information Solutions, Customer shall not disclose to consumers or any third party, any or all such scores provided under this Agreement, except as required by law. Customer will maintain copies of all written authorizations for minimum of Five (5) years from the date of inquiry as stated in section 618 of the FCRA and provide CIBMS copies of such upon request. Customer further agrees, as requested, promptly to furnish by telephone or in writing to CIBMS all required information covering transactions by the Customer and its consumers, and to indemnify CIBMS, Trans Union, Equifax Information Services, Experian Information Solutions, and each of the other Customers and the officers and employees of each, jointly and severally, from any loss, damage, attorney's fees and costs arising from any claim or suit based on alleged violation of any provision of this agreement.
4. This agreement shall continue in force without any fixed date of termination, subject to cancellation by either party upon ten (10) days prior written notice mailed or delivered to the office of the other party; further subject to the right of CIBMS at any time and without prior notice, to terminate this agreement in event of any federal or state law or decision which affects the economic operation of CIBMS or any violation by Customer of any provision of this agreement, and further subject to the right of Customer at any time and without prior written notice, to terminate this agreement in event of increase in charges to the Customer, as provided herein.
5. No information furnished to Customer is guaranteed nor is CIBMS in any way responsible for such information. CIBMS shall not be responsible or liable for any loss caused by neglect or act of any of its servants, agents, attorneys, clerks or employees in procuring, collecting and communicating any information furnished by or to Customer. No promise, statement, representation or agreement made by any employee or other representative of CIBMS and not expressed in this agreement shall bind it contractually or otherwise to Customer.
6. Customer agrees to fully support and implement policies that protect the confidential nature of information furnished by and through CIBMS and insure respect for consumers' rights to privacy. Customer will take precautions to restrict the ability to obtain credit information to key personnel; safeguard access to credit software; safeguard access to websites where credit information can be obtained; protect Customer identification and passwords; and will properly destroy hard copies and electronic files of consumer credit information when no longer needed. CIBMS has responsibility to its Customers to keep their information strictly confidential. CIBMS will not disclose or use the information other than to carry out the purposes of this agreement and then only in the ordinary course of providing the service to customer. CIBMS also will not disclose such information unless permitted pursuant to applicable law.
7. Customer hereby agrees to comply with all policies and procedures instituted by CIBMS and required by CIBMS' consumer reporting vendors. CIBMS will give Customer as much notice as possible prior to the effective date of any such new policies required in the future, but do not guarantee that reasonable notice will be possible. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance is not within its best interest.
8. Customer agrees that CIBMS and its consumer reporting vendors shall have the right to audit records of Customer that are relevant to the provision of services set forth in this Agreement. Customer further agrees that it will respond within a requested timeframe for information requested by consumer reporting vendors regarding information provided by such vendor. Customer understands that such vendor may suspend or terminate access to the vendor's information in the event Customer does not cooperate with any such an investigation.

9. During the term of this Agreement, Customer agrees to comply with all federal, state and local statutes, regulations and rules applicable to it, including, without limitation the FCRA, with any changes enacted to FCRA during the term of this Agreement, the Gramm Leach Bliley Act and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, and any regulations or limitations promulgated by CIBMS' consumer reporting vendors. Customer further agrees to comply with CIBMS' "Access Security Requirements" attached hereto as Addendum A and made a part hereof. Without limiting the foregoing, CIBMS may from time to time notify Customer of new additional, updated or new requirements relating to such laws, compliance with which will be a condition of CIBMS' continued provision of the credit information to Customer, and Customer shall utilize training materials to train and educate its employees in proper security procedures consistent with industry standards. In addition, such new requirements might require price increases. Customer agrees to comply with any such new requirements no later than thirty (30) days after it actually receives notice from CIBMS and such requirements shall be incorporated into this Agreement by this reference. Customer understands and agrees that CIBMS may require evidence, including a certification that Customer understands and will comply with applicable laws.
10. Customer will implement strict security procedures designed to insure that Customer's employees use the services and information in accordance with this Agreement and for no purposes other than as permitted by this Agreement. Customer will treat and hold the services and the credit information in strict confidence and will restrict access to the services and the credit information to Customer's employees and customers who agree to act in accordance with the terms of this Agreement and applicable law. Customer will not forward or share information from CIBMS' consumer reporting vendors with any third party. Customer will inform Customer's employees and customers to whom any credit information is disclosed of the provisions of this Agreement. Customer agrees to indemnify CIBMS and its consumer reporting vendors for any claims or losses incurred by CIBMS or its consumer reporting vendors as a result of the misuse of the services or the credit information by Customer or Customer's affiliates, employees, agents, subcontractors or customers in violation of this Agreement.
11. If approved by CIBMS and CIBMS' consumer reporting vendors, Customer may deliver the consumer credit information to a third party, or Secondary User, which Customer has an ongoing business relationship (and which CIBMS has a customer relationship) for the permissible use of such information.
12. Customer agrees that CIBMS may verify, through audit or otherwise, that Customer is in fact the End Customer of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity. CIBMS may utilize a third party vendor to perform an on-site inspection of Customer's business, and Customer agrees to allow access to such third party.
13. Customer agrees to notify CIBMS of any change of ownership or control fifteen days prior to any such change. CIBMS may require the new ownership to reapply for the services provided for herein and may require a new physical inspection in the event the office location is changed.
14. Customer hereby authorizes CIBMS to provide copies of any information regarding Customer to CIBMS' consumer reporting vendors.
15. Customer agrees that CIBMS may monitor Customer on an ongoing basis to determine Customer's compliance with applicable law and the provisions of this Agreement. In the event CIBMS determines that Customer is not in compliance with applicable law or this Agreement, CIBMS may immediately discontinue services under this Agreement. Customer shall remain responsible for the payment of any services provided to Customer by CIBMS prior to any such discontinuance.
16. CIBMS will provide training and training materials to Customer in order for Customer to comply with the federal Fair Credit Reporting Act and with the policies and procedures required by CIBMS' consumer reporting vendors. 15 U.S.C. 1681 *et seq.* also requires certain other responsibilities of users of consumer reports from consumer reporting agencies. Those responsibilities are attached (and made a part hereof) as Addendum D (Notice to Users of Consumer Reports). The undersigned certifies that they have read the Fair Credit Reporting Act (FCRA) at <http://www.ftc.gov/os/statutes/fcradoc.pdf> and acknowledges their responsibilities for the use of credit reports as defined by the FCRA.
17. Customer agrees that it will properly dispose of all consumer information as prescribed in Addendum A. "Consumer Information", as used herein, shall mean any record (or compilation thereof) about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Customer shall comply with all applicable state and federal laws regarding consumer credit or consumer identity protection.
18. Pricing is based on the current CIBMS' pricing schedule in effect. CIBMS may change Customers pricing upon thirty days' written notice mailed or delivered to Customer at its business address. In such event Customer agrees to pay revised charges unless Customer terminates this agreement as hereinafter provided. Customer agrees that all payments shall be due upon receipt of a statement for such fees. Accounts can be settled at the end of each month via check or credit card. If the credit card provided is declined or otherwise inactive, or a check is returned uncollected a \$30.00 fee applies. Interest shall be charged at the rate of 1.5% per month on all unpaid amounts commencing 30 days after the date of the statement. Services may be suspended without notice if payment becomes delinquent.
19. Customer shall pay all attorney fees, court costs, ADR fees and collection costs incurred by CIBMS for collecting any delinquent account hereunder, whether or not litigation is instituted. In the event of any litigation or other action involving this Agreement, the prevailing party shall be paid reasonable attorney fees and court costs for trial, appeal, and/or bankruptcy or similar proceeding. In addition, any other recovery to which the prevailing party is entitled shall be paid. If client fails to pay as agreed CIBMS has permission to send a draft for payment to Customer's bank. Customer agrees to pay for all additional services that may be requested through CIBMS. Should litigation become necessary jurisdiction will be New Haven County, Connecticut.

The undersigned individual hereby personally promises and agrees to guarantee payment to CIBMS of all debts incurred by Customer. In the event of non-payment of said debts, the undersigned personally agrees to pay reasonable attorney's fees and costs of suit. The undersigned also understands that by signing this agreement, CIBMS has permission to pull my consumer credit report. A deposit may be required if credit history does not meet CIBMS' underwriting criteria: *(Skip only if a publicly traded company or FDIC insured)*

Guarantor Signature: _____

Printed Name: _____

Home Address: _____

Personal Telephone Number: _____

Social Security Number: _____

Customer agrees to the provisions of addendum A, B, C and D attached hereto and made a part hereof.

The person signing below on behalf of customer certifies that he/she has direct knowledge of the facts herein.

The parties hereto agree that this instrument is the full and complete Agreement between them regarding the furnishing of Consumer Reports, and is not to be altered, varied, or enlarged upon by any verbal promises, statements, or representations not expressed herein. This Agreement shall not be binding on either party until accepted by CIBMS.

Whereas, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the last date and year written below. The parties hereto agree that a facsimile transmission of this fully executed Agreement shall constitute an original and legally binding document.

CIBMS

CUSTOMER _____

SIGNATURE _____

SIGNATURE _____

PRINTED LOUIS CAPOBIANCO

PRINTED _____

TITLE VICE PRESIDENT

TITLE _____

DATE _____

DATE _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

FAX _____

E-MAIL ADDRESS _____

ADDENDUM A

Access Security Requirements/Security Breach Notification

Only companies approved as end users of CIBMS and which have permissible purposes for obtaining consumer reports are permitted access to credit information. It is therefore a requirement that _____ (Customer) take precautions to secure its systems used to access consumer credit information. To that end, the following requirements have been established:

Your account codes and passwords must be protected in such a way that this sensitive information is known only to key personnel. Under no circumstances should unauthorized persons have knowledge of your account codes and passwords. The information should not be posted in any manner within your facility.

Any system access software you may use, whether developed by your company or purchased from a third party vendor, must have your account codes and passwords "hidden" or embedded so that the password is known only to supervisory personnel. Each user of your system access software must then be assigned unique logon passwords.

Your account codes and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee.

The ability to obtain credit information must be restricted to a few key personnel.

Any terminal device used to obtain credit information should be placed in a secure location within your facility. Access to the devices should be difficult for unauthorized persons.

Any devices/systems used to obtain consumer reports should be turned off and locked after normal business hours, when unattended by your key personnel. Hard copies and electronic files of consumer reports are to be secured within your facility and protected against release or disclosure to unauthorized persons.

Hard copy consumer reports are to be shredded or destroyed, rendered unreadable, when no longer needed and when it is permitted to do so by applicable regulations(s).

Electronic files containing consumer report data and/or information will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable regulation(s).

Both Customer and CIBMS, pursuant to the Gramm-Leach-Bliley Safeguards Rule, shall independently establish safeguard standards to (1) insure the security and confidentiality of customer information, (2) protect against any anticipated threats or hazards to the security or integrity of such information, and (3) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customers of End User.

SECURITY BREACH NOTIFICATION

Customer shall notify CIBMS of any breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person within 24 hours following discovery thereof.

In the event of such a breach, Customer agrees to cooperate with CIBMS and with CIBMS' consumer reporting vendors in any investigation relating thereto. The nature and timing of any notifications required herein shall be under the control of CIBMS' consumer reporting vendors, unless otherwise required by law.

For purposes of this Agreement, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

For purposes of this Agreement, "personal information" means an individual's first name or first initial and last name in combination with anyone or more of the following data elements, when either the name or the data elements are not encrypted:

- (1) Social security number.
- (2) Driver's license number.
- (3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

For purposes of this Agreement, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

For purposes of this Agreement, "notice" may be provided by one of the following methods:

- (1) Written notice.
- (2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.
- (3) E-mail notice when the Customer has an e-mail address for the subject persons.
- (4) Conspicuous posting of the notice on the web site of the Customer.

The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

The notification may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.

In the event the of a breach (1) Customer shall provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one year in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft from at least one of the national consumer credit reporting bureaus, and (2) CIBMS' consumer reporting vendors and CIBMS may assess Customer an expense recovery fee.

ADDENDUM B

END USER CERTIFICATION OF COMPLIANCE California Civil Code – Section 1785.14(a)

Section 1785.4(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 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 check)

End User (IS) _____ (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, instructs 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**.

ADDENDUM C

Vermont Fair Credit Reporting Contract Certification

This is to remind you of Vermont's Fair Credit Reporting statute, 9 V.S.A sec 2480e, and FCR rule CF 112, and to request your written certification that you are in compliance with the applicable section of this law. Vermont's statutes and rules differ from the Federal Fair Credit Reporting Act, and require a credit report user to obtain the consumer's consent prior to accessing a credit report.

The undersigned, _____("customer") acknowledges that it subscribes to receive various information services from CIBMS Mortgage Credit, Inc ("CIBMS") in accordance with the Vermont Fair Credit reporting Statute , 9V.S.A. sec 2480e (1999), as amended (the "FCRA") and its other state law counterparts. In connection with Customer's continued use of CIBMS services in relation to Vermont consumers. The Customer hereby certifies as follows.

Customer certifies that it will comply with applicable provisions under Vermont Law. In particular, Customer certifies that it will order information services relating to Vermont residents that are credit reports as defined by the VFCA, only after customer has received prior consumer consent in accordance with VFCRA sec 2480e and applicable Vermont rules.

Customer Name: _____

By: _____
Signature Printed Name

Title _____ Date _____

Compliance officer or person responsible for Credit Reporting Compliance

Name: _____ Title: _____

Mailing Address: _____

Email: _____

Phone: _____ Fax: _____

ADDENDUM D

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. This 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. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet web site (<http://www.ftc.gov>).

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 of the FCRA 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 unsolicited offers of credit or insurance. The particular obligations of users of this "prescreened" information are described in Section V below.

B. Users Must Provide Certifications

Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA (by a general or specific certification, as appropriate) 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 of the FCRA. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact -- such as unfavorably changing credit or contract terms or conditions, denying or canceling credit or insurance, offering credit on less favorable terms than requested, or denying employment or promotion.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action that is based at least in part on information contained in a consumer report, the user is required by Section 615(a) of the FCRA 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 requests the report 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) of the FCRA requires that the user clearly and accurately disclose to the consumer his or her right to obtain disclosure of the nature of the information that was relied upon by making 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 notification 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. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b)(2).)

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

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 prior written authorization from the consumer.

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 any 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, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b)(1)(B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.)

III. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS

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. 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 of the FCRA 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 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 must include the summary of consumer rights required by Section 609 of the FCRA. (The user should be able to obtain a copy of the notice of consumer rights from the CRA that provided the consumer report.)

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 that was requested. 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.

IV. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION

Section 604(g) of the FCRA prohibits consumer reporting agencies from providing consumer reports that contain medical information for employment purposes, or in connection with credit or insurance transactions, without the specific prior consent of the consumer who is the subject of the report. In the case of medical information being sought for employment purposes, the consumer must explicitly consent to the release of the medical information in addition to authorizing the obtaining of a consumer report generally.

V. 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 a list of consumers from a CRA who meet certain pre-established 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. This statement must include the address and toll-free telephone number of the appropriate notification system.

VI. OBLIGATIONS OF RESELLERS

Section 607(e) of the FCRA requires any person who obtains a consumer report for resale to take the following steps:

Disclose the identity of the end-user to the source CRA.

Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.

Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:

(1) the identity of all end-users;

(2) certifications from all users of each purpose for which reports will be used; and

(3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

VII. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state or federal 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*



FAST, ACCURATE, ON TARGET

CUSTOMER INFORMATION FORM

Today's Date: _____

Firm Name: _____ DBA _____

Firm Address: _____
State Address City State Zip Code

Phone #: _____ Type of Business: _____ Years In Business: _____

If Business is Incorporated, List Officers Names and Addresses, and Partnerships:

Name: _____ Title _____ Address _____

Name: _____ Title _____ Address _____

Name: _____ Title _____ Address _____

Name: _____ Title _____ Address _____

Credit Manager: _____

If Company is Licensed, please provide us with a current copy of License. _____

Company Business Property: _____ Rented _____ Owned _____

If Company is renting, please indicate Landlords Name: _____

Landlords Address: _____ Telephone Number: _____

BANK REFERENCES:

Bank (Branch, Type of Account): _____

Account Number: _____ Contact Person: _____

Others (Please include locations or telephone numbers): _____

I hereby certify that the information contained in this application is correct to the best of my knowledge and that this application is submitted on the basis of a legitimate permissible purpose for consumer reports in accordance with the Fair Credit Reporting Act.

It is understood that subscription for the applicant, if approved by CIBMS will not become effective until the regular customer's agreement has been duly executed by both applicant and CIBMS and a code assigned to that agreement.

I hereby give CIBMS permission to pull my personal credit bureau file for membership eligibility and personally guarantee payment for any billing generated.

Signature _____ Title _____

Residence Address _____ City _____ State _____ Zip _____

SSN _____ Telephone Number _____

E-Mail address _____

CONNECTICUT OFFICE

600 Saw Mill Road, P.O. Box 26775
West Haven, CT. 06516
Tel (800) 243-0120
Fax (203) 931-2005

RHODE ISLAND OFFICE

70 Jefferson Boulevard
Warwick, R.I. 02888
Tel (800) 526-6699
Fax 401-781-8780

www.cibms.com

Please fax this document to 530-431-3915 - For any questions please call 239-910-4311, Thank you. Jerry L. Nickerson



FAST, ACCURATE, ON TARGET

CUSTOMER AUTHORIZATION FORM

OUR COMPANY IS APPLYING FOR AN ACCOUNT WITH CIBMS. AS PART OF THE QUALIFICATION PROCESS, CIBMS, WILL NEED TO OBTAIN A RATING ON OUR BANK REFERENCE. BY SIGNATURE BELOW, WE HERBY AUTHORIZED THIS INFORMATION TO BE RELEASED TO A REPRESENTATIVE OF CIBMS.

COMPANY NAME _____

SIGNATURE _____

PRINTED NAME _____

DATE _____

Please fax this document to 530-431-3915 - For any questions please call 239-910-4311,
Thank you. Jerry L. Nickerson

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FAST, ACCURATE, ON TARGET

Documents Required for Membership

- A Customer Information Form
 - Personal Guarantor Section complete for Authorization to pull consumer report
 - Document fully completed and signed by Customers Owner, President, Vice President or Officer
 - Bank Reference properly filled out

- B Signed Authorization Form

- C CIBMS Service Agreement
 - Customer Certification of Permissible Purpose, California Civil Code, and Vermont Fair Credit Reporting Contract Certification appropriately checked and/or signed.
 - Personal Guarantor section completed and signed by Customers Owner, President, Vice President or Officer (if applicable)
 - Signature section fully completed and signed by Customers Owner, President, Vice President or Officer

- D Letter of Intent
 - Must be written on Customer's Letterhead
 - Nature of Business
 - Estimated monthly volume
 - Intended use of reports
 - Signed by Customer's Owner, President, Vice President or Officer

- E Copy of Business License from the State in which the Customer conducts business.
 - Must contain the exact name and address on Application;
 - Must be current. If not required by the state, county and city where the business is located, then a valid copy of one of the following documents can be substituted;
 - Copy of the Articles of Incorporation; copy of the Articles of Partnership; copy of the Federal Tax ID Certificate or a copy of the State Tax Id Certificate.

- F Companies in Business one year or less must provide the additional documents (Not required for publicly traded companies that are traded on a nationally recognized stock exchange.)
 - Copy Recent Utility Bill
 - Copy of Lease
 - Copy of Drivers License on Principals

- G \$150.00 application fee (Check or Credit Card)



FAST, ACCURATE, ON TARGET

CREDIT CARD AUTHORIZATION FORM

Signature of card holder authorizes CIBMS to charge my American Express/MasterCard/Visa/Discover credit card on card number supplied below:

Customer: _____

Contact: _____

Credit Card Type: AM/EX _____ MC _____ VISA _____ DISCOVER _____

Number: _____ Exp. Date: _____

Payment Amount: _____

Card Holder Name: _____

Address: _____

City: _____ ST: _____ Credit Card Billing Zip: _____

Phone # () _____

Approval Code: _____

Subscriber Code: _____

Date: _____

Signature: _____

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