



**Subscriber Agreement**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_

between \_\_\_\_\_,

(Hereinafter referred to as "CLIENT" and/or "SUBSCRIBER") and APSCREEN, Inc., (hereinafter referred to as "COMPANY" and/or APSCREEN.)

Client's Type of Business \_\_\_\_\_.

Services are to be requested for the following permissible purposes, as specified under the Fair Credit Reporting Act: (Check all that apply):

\_\_\_\_\_ EMPLOYMENT SCREENING SERVICES

\_\_\_\_\_ TENANT QUALIFICATION SERVICES (Tenant Screening)

\_\_\_\_\_ FINANCIAL GUARANTOR QUALIFICATION SERVICES (Personal Financial Guaranty)

\_\_\_\_\_ PERMISSIBLE PURPOSE DUE DILIGENCE SERVICES (Personal/Business Qualification)

**RECITALS**

**1. Platform**

All-Inclusive Agreement

This Agreement encompasses many important and necessary components for the consent, use, maintenance and retention of Consumer Reports, as defined by law. Since the agreement in whole and in each of its parts conveys specific legal and business requirements upon all parties to the Agreement, and, for each specific use as defined above, please MAKE SURE that you have read and understand each and every provision of this agreement before signing it. Applicable provisions for this Agreement which apply to ALL users of APSCREEN services include sections: 1,2,3,4,5,6,8 & 9.

As always, APSCREEN may be contacted during normal business hours if you have questions about this agreement. Your signature below signifies that you have read the entire agreement, understand it and acknowledge the ramifications underlying the components included herein and agree without reservation to comply with all of the provisions.

COMPANY, is a Certified Consumer Reporting Agency and warrants that it is authorized to execute the PURVEYANCE of "CONSUMER REPORTS" and "INVESTIGATIVE CONSUMER REPORTS" as well as may

purvey any ancillary attributable Consumer and Business Information for legitimate business purposes, as defined in Public Law 91-508, Title VI, (Fair Credit Reporting Act [FCRA]); Public Law 91-508, Title VI (Revised) Fair and Accurate Credit Transactions Act (FACTA); Public Law 106-102 (Gramm-Leach-Bliley Act) as well as any and all other applicable State, Federal and/or local statutes. For more information about these federally mandated laws, please visit: <http://www.ftc.gov>, and the attributable Privacy and Consumer Reporting Law websites attributable to the State(s) where your firm conducts business.

CLIENT is in the business stated above and has a legitimate need for services rendered by COMPANY.

Services rendered by COMPANY are not intended as evaluative, unless so ordered and are submitted, without opinion to the CLIENT, for CLIENT's above stated use in determining the qualifications of the Consumer or business enterprise being considered for employment, financial guaranty or other association as defined by the FCRA/FACTA. Any opinions tendered by COMPANY to CLIENT are understood to be provided for use by CLIENT at its own risk and no liability whatsoever is assumed for any opinion tendered by COMPANY.

## **2. GENERAL AGREEMENT**

CLIENT agrees to the terms and conditions herein, and to any and all conditions in any and all industry-specific amendments, attachments and/or exhibits incorporated herein, which are to be executed at the time of the execution of this entire, inclusive agreement, or in the future, should CLIENT wish to use additional services by COMPANY.

## **3. Compliance**

CLIENT UNDERSTANDS that, because Consumer Privacy and Reporting is a highly fluid compliance environment, that from time to time, as required by COMPANY'S information providers, changes to this agreement may arise from compliance audits and thus may be required to be implemented which may affect some or all of the provisions of this agreement. COMPANY agrees to submit said changes to this agreement in writing to CLIENT as soon as is feasible, and as advised by Counsel.

## **4. FCRA Requirements** - Federal Fair Credit Reporting Act (as amended by the Consumer Credit Reporting Reform Act of 1996)

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. We have included a copy of the FCRA with your membership kit. We suggest that you and your employees become familiar with the following sections in particular:

- § 604. Permissible Purposes of Reports
- § 607. Compliance Procedures
- § 615. Requirement on users of consumer reports
- § 616. Civil liability for willful noncompliance

- § 617. Civil liability for negligent noncompliance
- § 619. Obtaining information under false pretenses
- § 621. Administrative Enforcement
- § 623. Responsibilities of Furnishers of Information to Consumer  
Reporting Agencies
- § 628. Disposal of Records

Each of these sections is of direct consequence to users who obtain reports on consumers.

As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes.

We strongly endorse the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate.

We support consumer reporting legislation that will assure fair and equitable treatment for all consumers and users of credit information.

## **5. End-User**

CLIENT certifies that it is the END USER of the Information provided by COMPANY.

Special (California) End-User Certification of Compliance (California Civil Code - Section 1785.14(a))

CLIENT acknowledges by signature and certifies further compliance as defined below, incorporated and made a part of this agreement:

Section 1785.14(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met:

Section 1785.14(a)(1) states: "If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit

submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name."

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

Section 1785.14(a)(3) states: "If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the prospective user verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed."

In compliance with Section 1785.14(a) of the California Civil Code, CLIENT hereby certifies to Consumer Reporting Agency as follows: CLIENT is not a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and does not issue credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale").

CLIENT agrees that if it, at any time hereafter, it becomes a Retail Seller who extends credit in Point of Sale transactions, CLIENT 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.

## **6. Resale to Third Parties**

CLIENT certifies that it will not sell or otherwise communicate the Consumer Reports to any third party.

## **7. SPECIFIED USE**

### **Basis**

It is not unusual that APSCREEN Clients hire APSCREEN to provide one type of information service, and then add additional services as required from time to time. This Agreement provides for the purveyance of the most common services provided by APSCREEN, as specified below, and is intended to allow for the seamless addition of APSCREEN services without need to re-subscribe; therefore,

CLIENT is hiring COMPANY to provide EMPLOYMENT SCREENING SERVICES and/or TENANT QUALIFICATION SERVICES (Tenant Screening) and/or FINANCIAL GUARANTOR QUALIFICATION SERVICES

(Personal Financial Guaranty) and/or PERMISSIBLE PURPOSE DUE DILIGENCE SERVICES (Personal/Business Qualification) which may include credit scoring products such as FICO Scores.

CLIENT expressly agrees to the following:

**As to EMPLOYMENT SCREENING SERVICES:**

1. APSCREEN has access to consumer reports from one or more consumer credit reporting agencies.
2. CLIENT certifies that it has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
3. Subscriber shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by APSCREEN from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.
4. Subscriber certifies that it will not request a Consumer Report for Employment Purposes unless:
  - A. A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;
  - B. The consumer has authorized in writing the procurement of the report; and
  - C. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
5. Subscriber further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer:
  - A. A copy of the Consumer Report for Employment Purposes; and
  - B. A copy of the consumer's rights, in the format approved by the FTC, which notice shall be supplied to Subscriber by APSCREEN.
6. Subscriber agrees that it shall use Consumer Report for Employment Purposes only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties not involved in the current employment decision.
7. Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
8. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement,

APSCREEN may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

**As to TENANT QUALIFICATION SERVICES and/or FINANCIAL GUARANTOR QUALIFICATION SERVICES and/or GENERAL PERMISSIBLE PURPOSE DUE DILIGENCE REPORTING SERVICES:**

1. COMPANY has access to consumer reports from one or more consumer credit reporting agencies.
2. CLIENT certifies that it 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 subscriber certifies their permissible purpose as:
  - Ø 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; and where written permission of the consumer has been obtained or;
  - Ø In connection with a tenant screening or personal or business financial guaranty application involving the consumer; and where written permission of the consumer has been obtained; or
  - Ø In accordance with the written instructions of the consumer; and where written permission of the consumer has been obtained; or
  - Ø For a legitimate business need in connection with a business transaction that is initiated by the consumer; and where written permission of the consumer has been obtained; or
  - Ø As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks and where written permission of the consumer has been obtained
3. CLIENT certifies that it will request consumer reports pursuant to procedures prescribed by COMPANY from time to time only for the permissible purpose(s) certified above, and will use the reports obtained for no other purpose.
4. CLIENT will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
5. THE 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, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
6. CLIENT shall use each consumer report only for a one-time use and shall hold the report in strict confidence, and agrees not to disclose it to or sell it to any third parties; provided, however, that CLIENT 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, or as otherwise provided for by law. Moreover, unless explicitly authorized in this Agreement or in the separate CREDIT SCORING SERVICES AGREEMENT (FICO)\* agreement as follows, incorporated into and made a part of the Agreement, between COMPANY and CLIENT, for scores obtained from Trans Union LLC, EXPERIAN, or EQUIFAX or as explicitly otherwise authorized in advance and in writing by Trans Union LLC, EXPERIAN or EQUIFAX through COMPANY, CLIENT shall not disclose to consumers or any third party, any nor all such scores provided under this Agreement, unless clearly required by law.

**\*Credit Scoring Service Agreement (FICO)**

WHEREAS, APSCREEN is an authorized reseller of EXPERIAN INFORMATION SOLUTIONS, INC. TRANSUNION, LLC and EQUIFAX Inc. (“Bureaus”) WHEREAS, Bureaus and Fair, Isaac Corporation (“Fair, Isaac”) offer the various Bureaus/Fair, Isaac Model(s), consisting of the application of a risk model developed by Bureaus and Fair, Isaac which employs a proprietary algorithm and which, when applied to credit information relating to individuals with whom the End User contemplates entering into a credit relationship will result in a numerical score (the “Score” and collectively, “Scores”); the purpose of the models being to rank said individuals in order of the risk of unsatisfactory payment. NOW, THEREFORE, for good and valuable consideration and intending to be legally bound, End User and Provider hereby agree as follows:

1. General Provisions

A. Subject of Agreement. The subject of this Agreement is End User’s purchase of Scores produced from the Bureaus/Fair, Isaac Model(s) from Provider.

B. Application. This Agreement applies to all uses of the Bureaus/Fair, Isaac Model(s) by End User during the term of this agreement.

C. Term. APSCREEN and End User agree that this Agreement shall remain in force unless otherwise terminated by either party with 30 days written notice. APSCREEN reserves the right to immediately terminate service if it determines that any part of this Agreement is not upheld or breached in any manner.

2. Bureaus/Fair, Isaac Scores

A. Generally. Upon request by End User during the Term, Provider will provide End User with the Scores.

B. Time of Performance. APSCREEN shall provide timely reporting to End User as it is able to do so given Bureaus, Fair Isaac, physical, electronic or other applicable constraints

C. Warranty. APSCREEN warrants that the Scores are empirically derived and statistically sound predictors of consumer credit risk on the data from which they were developed when applied to the population for which they were developed. Provider further warrants that so long as it provides the Scores, the Scores will not contain or use any prohibited basis as defined by the federal Equal Credit

Opportunity Act, 15 USC Section 1691 et seq. or Regulation B promulgated there under. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES PROVIDER HAS GIVEN END USER WITH RESPECT TO THE SCORES, AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, PROVIDER MIGHT HAVE GIVEN END USER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. End User's rights under the foregoing warranties are expressly conditioned upon End User's periodic revalidation of the Bureaus/Fair, Isaac Model(s) in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 et seq.). Rev. March 18, 2009 2 of 3 Credit Scoring Services Agreement.doc

D. Release. End User hereby releases and holds harmless APSCREEN, Fair Isaac and/or Bureaus and their respective officers, directors, employees, agents, sister or affiliated companies, and any third-party contractors or suppliers of APSCREEN, Fair, Isaac or Bureaus from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by End User resulting from any failure of the Scores to accurately predict that a United States consumer will repay their existing or future credit obligations satisfactorily.

### 3. Fees

Services by APSCREEN to End User are provided per the latest published Fee Schedule.

### 4. Intellectual Property

A. No License. Nothing contained in this Agreement shall be deemed to grant End User any license, sublicense, copyright interest, proprietary rights, or other claim against or interest in any computer programs utilized by APSCREEN, Bureaus and/or Fair, Isaac or any third party involved in the delivery of the scoring services hereunder. End User acknowledges that the Bureaus/Fair, Isaac Model and its associated intellectual property rights in its output are the property of Fair, Isaac.

B. End User Use Limitations. By providing the Scores to End User pursuant to this Agreement, APSCREEN grants to End User a limited license to use information contained in reports generated by the Bureaus/Fair, Isaac Model(s) solely in its own business with no right to sublicense or otherwise sell or distribute said information to third parties. Before directing APSCREEN to deliver Scores to any third party (as may be permitted by this Agreement), End User agrees to enter into a contract with such third party that (1) limits use of the Scores by the third party only to the use permitted to the End User, and (2) identifies each Bureau and Fair, Isaac as express third party beneficiaries of such contract.

C. Proprietary Designations. End User shall not use, or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other proprietary designations of APSCREEN, Bureaus or Fair, Isaac or their respective affiliates, whether registered or unregistered, without such party's prior written consent.

### 5. Compliance and Confidentiality

A. Compliance with Law. In performing this Agreement and in using information provided hereunder, End User will comply with all Federal, state, and local statutes, regulations, and rules applicable to consumer credit information and nondiscrimination in the extension of credit from time to time in effect during the Term. End User certifies that (1) it has a permissible purpose for obtaining the Scores in accordance with the federal Fair Credit Reporting Act, and any similar applicable state statute, (2) any use of the Scores for purposes of evaluating the credit risk associated with applicants, prospects or existing customers will be in a manner consistent with the provisions described in the Equal Credit Opportunity Act ("ECOA"), Regulation B, and/or the Fair Credit Reporting Act, and (3) the Scores will not be used for Adverse Action as defined by the Equal Credit Opportunity Act ("ECOA") or Regulation B, unless adverse action reason codes have been delivered to the End User along with the Scores.

B. Confidentiality. End User will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered hereunder. End User will take reasonable precautions to assure that such information will be held in strict confidence and disclosed only to those of its employees whose duties reasonably relate to the legitimate business purposes for which the information is requested or used and to no other person. Without limiting the generality of the foregoing, End User will take suitable precautions to prevent loss, compromise, or misuse of any tapes or other media containing consumer credit information while in the possession of End User and while in transport between the parties. End User certifies that it will not publicly disseminate any results of the validations or other reports derived from the Scores without each of Bureaus and Fair Isaac's express written permission.

C. Proprietary Criteria. Under no circumstances will End User attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Bureaus and/or Fair, Isaac in performing the scoring services hereunder.

D. Consumer Disclosure. Notwithstanding any contrary provision of this Agreement, End User may disclose the Scores provided to End Rev. March 18, 2009 3 of 3 Credit Scoring Services Agreement.doc User under this Agreement (1) to credit applicants, when accompanied by the corresponding reason codes in the context of bona fide lending transactions and decisions only and (2) as clearly required by law.

## 6. Indemnification and Limitations

A. Indemnification of Provider, Bureaus and Fair, Isaac. End User will indemnify, defend, and hold each of APSCREEN, Bureaus and Fair, Isaac harmless from and against any and all liabilities, damages, losses, claims, costs, and expenses (including attorneys' fees) arising out of or resulting from any nonperformance by End User of any obligations to be performed by End User under this Agreement, provided that Bureaus/Fair, Isaac have given End User prompt notice of, and the opportunity and the authority (but not the duty) to defend or settle any such claim.

B. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL PROVIDER, BUREAUS OR FAIR, ISAAC HAVE ANY OBLIGATION OR LIABILITY TO END USER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY END

USER, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT END USER WAS ADVISED SUCH DAMAGES MIGHT ARISE. IN NO EVENT

SHALL THE AGGREGATE LIABILITY OF APSCREEN, BUREAUS OR FAIR, ISAAC TO END USER EXCEED THE FEES PAID BY END USER PURSUANT TO THIS AGREEMENT DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF END USER'S CLAIM.

## 7. Miscellaneous

A. Third Parties. End User acknowledges that the Scores results from the joint efforts of Bureaus and Fair, Isaac. End User further acknowledges that each Bureau and Fair, Isaac have a proprietary interest in said Scores and agrees that either the Bureaus or Fair, Isaac may enforce those rights as required.

B. Complete Agreement. This Agreement sets forth the entire understanding of End User and APSCREEN with respect to CREDIT SCORING (FICO) Services and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto.

End User agrees to maintain all information provided under this agreement in strict confidence, and may not divulge any information to unauthorized third parties unless as required by law. End User further agrees not to re-sell any information under this agreement to any third parties.

## **8. ACCESS SECURITY REQUIREMENTS**

CLIENT acknowledges by signature and agrees to implement all security controls, and follow all security requirements identified below and incorporated as part of this Agreement:

We 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 your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to employ an outside service provider to assist you. Capitalized terms used herein have the meaning given in the Glossary attached hereto. The credit reporting agency reserves the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security.

In accessing the credit reporting agency's services, you agree to follow these security requirements:

1. Implement Strong Access Control Measures
  - 1.1 Do not provide your credit reporting agency Subscriber Codes or passwords to anyone. No one from the credit reporting agency will ever contact you and request your Subscriber Code number or password.
  - 1.2 Proprietary or third party system access software must have credit reporting agency Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.

- 1.3 You must request your Subscriber Code password be changed immediately when:
  - any system access software is replaced by system access software or is no longer used;
  - the hardware on which the software resides is upgraded, changed or disposed of
- 1.4 Protect credit reporting agency Subscriber Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
- 1.5 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the credit reporting agency's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.6 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.7 Keep user passwords Confidential.
- 1.8 Develop strong passwords that are:
  - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.9 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.10 Active logins to credit information systems must be configured with a 30 minute inactive session, timeout.
- 1.11 Restrict the number of key personnel who have access to credit information.
- 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.13 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- 1.14 Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.

- 1.15 After normal business hours, turn off and lock all devices or systems used to obtain credit information.
- 1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

## 2. Maintain a Vulnerability Management Program

- 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
- 2.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
  - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
  - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
  - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
  - Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
  - If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
  - Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
  - Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

## 3. Protect Data

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
  - 3.2 All credit reporting agency data is classified as Confidential and must be secured to this requirement at a minimum.
  - 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
  - 3.4 Encrypt all 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.
  - 3.5 Only open email attachments and links from trusted sources and after verifying legitimacy.
4. Maintain an Information Security Policy
    - 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
    - 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
    - 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
    - 4.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.
5. Build and Maintain a Secure Network
    - 5.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.
    - 5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
    - 5.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
    - 5.4 Any stand alone computers that directly access the Internet must have a desktop. Firewall deployed that is installed and configured to block unnecessary/unused ports, services and network traffic.

- 5.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
- 5.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

6. Regularly Monitor and Test Networks

- 6.1 Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
- 6.2 Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access credit reporting agency systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
  - protecting against intrusions;
  - securing the computer systems and network devices;
  - and protecting against intrusions of operating systems or software.

Record Retention: The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, the credit reporting agency requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 25 months. When conducting an investigation, particularly following a 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.”

**Glossary of Terms**

Term	Definition
Computer Virus	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.
Confidential	Very sensitive information. Disclosure could adversely impact our company.
Encryption	Encryption is the process of obscuring information to make it unreadable without special knowledge.
Firewall	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized

	external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
Lifecycle	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
IP Address	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices - including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.
Peer-to-Peer	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.
Router	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.
Spyware	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.
SSID	Part of the Wi-Fi Wireless LAN, a service set identifier (SSID) is a code that identifies each packet as part of that network. Wireless devices that communicate with each other share the same SSID.
Subscriber Code	Your seven digit credit reporting agency account number.
WEP Encryption	(Wired Equivalent Privacy) A part of the wireless networking standard intended to provide secure communication. The longer the key used, the stronger the encryption will be. Older technology reaching its end of life.
WPA	(Wi-Fi Protected Access) A part of the wireless networking standard that provides stronger authentication and more secure communications. Replaces WEP. Uses dynamic key encryption verses static as in WEP (key is constantly changing and thus more difficult to break than WEP).

## 9. GENERAL AGREEMENT (Cont'd)

### Intended Use

CLIENT certifies that it intends to use the information provided by COMPANY in accordance with its stated intent. Certified by its stated business type, above, and for no other purpose, unless requested of COMPANY in writing. CLIENT also understands that no member of CLIENT's company may obtain information on themselves, as this is a violation of Federal Law, and violates COMPANY's Consumer Reporting Agency and/or (where applicable) Reseller certification(s), and any attempt to do so will result in the immediate suspension of service to CLIENT.

### **Audit**

In keeping with COMPANY's commitment to safeguard Consumer Privacy, CLIENT agrees to free and open access to all information, files, processes, procedures that relate in any way to the use of the information provided by COMPANY, and expressly consents to any audits required of COMPANY by Federal or State law, or by contractual requirements of COMPANY's providers.

### **Accuracy**

COMPANY makes every reasonable effort to provide accurate and compliant reporting. Information procurement, reporting, and statutory compliance issues are many times beyond a providers' ability to control them, therefore, issues could occur which may include, but are not limited to omitted or miscommunicated information, therefore the information provided by COMPANY is provided under the expressed condition that COMPANY accepts no liability whatsoever for any direct, indirect or consequential damages, beyond the amount charged for its service. However in the event, COMPANY is deemed to have caused the error, COMPANY will make every effort to correct the error at no additional cost to the client, save and except for any direct, indirect or consequential damages, which may occur as a result of the error.

### **Compliance Help**

From time to time, CLIENT may wish to engage COMPANY to assist in complying with applicable laws in a more timely or efficient manner. Therefore, CLIENT authorizes COMPANY act as its AGENT to perform said services, AT WILL, with no formal contractual notice, and CLIENT assumes any and all liability in connection with COMPANY's agency in this regard.

### **Pricing**

COMPANY agrees to render services at the agreed to price, and reserves the right to change prices given ten days notice. COMPANY also advises that it has NO CONTROL over jurisdictional or third party pricing, and therefore may adjust prices for necessary jurisdictional or third party disbursements without notice.

### **Payment**

CLIENT agrees to tender payment for services rendered UPON PRESENTATION OF INVOICE, and that invoices not fully paid within a 30 day time period from the Invoice Date, shall be charged an amount equal to the prevailing legal rate of interest governing open book accounts under the Laws of the State

of California, and CLIENT agrees that it will pay ANY AND ALL costs associated with the collection of any monies due on open book account, not paid in accordance with the above terms.

**Right to Suspend Service**

COMPANY reserves the right to suspend or terminate service without notice if CLIENT is determined to be in violation of any portion of this agreement.

**Severability**

In the event any portion of this Agreement becomes void, all other portions shall remain in force, and the voided portion shall have no effect on the validity of the remainder of the Agreement.

In the event either party pursues an action to enforce all or part of the agreement, all parties shall be responsible for their attorney's fees, and/or any and all fees attributable to the pursuit, unless the action is to enforce payment for services rendered, wherein the prevailing party shall be entitled to any and all reasonable attorney's fees and costs associated therewith.

**Term**

This Agreement shall remain in force, in perpetuity, unless terminated in writing by either party, and shall be binding on, and shall be for the benefit of the parties hereto and their respective, successors and assigns.

APSCREEN, Inc. by: \_\_\_\_\_ Title: \_\_\_\_\_

Name/Title (Printed): \_\_\_\_\_

CLIENT by: \_\_\_\_\_ Title: \_\_\_\_\_

Name/Title (Printed): \_\_\_\_\_

Client Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ FAX: ( \_\_\_\_\_ ) \_\_\_\_\_

Date Signed by CLIENT: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Account Number Assigned: \_\_\_\_\_ By: \_\_\_\_\_