

Application for Services

To: CIC Credit
Compliance Department
Fax (800) 329-8898
Account Executive:

From:

Company Name	
Contact Name	
Phone Number	
Fax Number	
Contact for Physical Inspection *	
PI Contact Phone Number	

Required Documents Checklist:

- Copy Business License or Articles of Incorporation
- Broker license *(if required by State)*
- Credit Card Authorization *(required by residential users)*
- Copy of principal's driver's license
- Copy of voided business banking check *(in lieu of business banking reference)*
- Letter of Intent *(see sample)*

*** Onsite physical inspection is required for all new applications and any relocation there after except for FDIC, NCUA, or publicly traded companies.**

Confidential

The Information Contained in this telecopy is intended only for the use of the addressee and may contain information that is confidential, privileged, and/or otherwise exempt from disclosure under applicable law. If you are not the intended recipient or the employee or agent responsible for delivering the transmittal to the intended recipient, you are not authorized to read the transmittal and are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. This transmission is not intended to waive an attorney-client privilege, or other confidential or privileged relationship. If you have received this communication in error, please notify us immediately by telephone 800-352-5882 and return the original message to us immediately at the above address.

Service Application

(Page 1 of 2)

Customer Profile *(required)*

Company Name					DBA									
Address					City			State	Zip					
Business Phone				Ext			Fax							
Billing Address					City			State	Zip					
Billing Phone				Ext			Fax							
Company Website Address														
Time in Business	Yrs		Mos		Office Type	Commercial	<input type="checkbox"/>	Residential	<input type="checkbox"/>	Time at Location	Yrs		Mos	
Freddie Mac TPO or Seller id					Loan Origination System									

Contact Information *(required)*

Primary Contact

Primary Contact Name					Title				
Phone				Ext			Email		

Compliance Contact *(individual we can contact for additional information as needed to complete the sign-up process)*

Same as Primary	<input type="checkbox"/>	Name					Title				
Phone				Ext			Email				

Billing Contact

Same as Primary	<input type="checkbox"/>	Name					Title				
Phone				Ext			Email				

Business Information *(required)*

(Please attach a copy of your business license including DBA or Proof of Affiliation as applicable)

<input type="checkbox"/> Corporation State: Date of Incorporation: <input type="checkbox"/> LLC State: Date of Organization:	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor Business License # : State: Date of Organization:	<input type="checkbox"/> Bank FDIC Number: <input type="checkbox"/> Credit Union Charter Number: Exp. Date:
<input type="checkbox"/> Tax Exempt	Business Tax ID	<input type="checkbox"/> Other

Does the company currently resell or intend to resell information from the consumer credit report? Yes No

Continued on Next Page

Service Application

(Page 2 of 2)

Business Banking Reference

(in lieu of voided business banking check)

Bank Name		Branch		Account Number	
Address		City		State	Zip
Bank Contact Name		Title			
Bank Phone		Ext		Fax	

Business Reference *(required)*

i.e., Closing Attorney, Realtor, Lender, Other Business Relationship

Reference Company Name		Account Number		
Address		City	State	Zip
Contact Name		Title		
Phone		Ext	Fax	

Current Credit Vendor Reference

Credit Vendor Name		Account Number	
Contact Name		Title	
Phone		Ext	Fax

Officers, Owners, Partners, Members or Managing Partners

(Required)

Persons listed below must be company officers/owners, (i.e. CEO, President, Vice President, CFO, General Manager, etc.) who are duly authorized to bind the company and extended contract coverage to any locations added in the future. If company is limited liability company, managers may sign. Please include additional principal names and titles if applicable.

Printed Name		Title	
Printed Name		Title	

Place voided check below

USER SERVICE AGREEMENT

1. The undersigned User hereby petitions CIC Mortgage Credit, Inc. ("CIC") to render service in accordance with its customary practices, for which User agrees to pay, net 15 days, on billing by CIC the fees provided on "**CIC Pricing Schedule.**" CIC may from time to time diminish or increase the charges to User by written notice mailed or delivered to User at its business address and in such event User agrees to pay the revised charges unless User shall terminate this agreement as hereinafter provided.

2. **As a CIC Client you certify that your permissible purpose for ordering credit reports is:**

- In connection with qualifying a mortgage applicant
- In connection with a tenant screening application involving the consumer
- In connection with an employment screening application involving the consumer
- Other – Describe _____

3. User certifies that it will request consumer reports pursuant to procedures prescribed by CIC from time to time and only for the permissible purpose certified above, and will use the reports obtained for no other purpose. Except as provided for in paragraph "10", User 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 User 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, User shall not disclose to consumers or any third party, any or all such scores provided under this Agreement, except as required by law or except as provided for in paragraph "10". User agrees that consumer reports on employees will not be requested. User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry and provide CIC copies of such upon request. User further agrees, as requested, to promptly furnish by telephone or in writing to CIC all required information covering transactions by the User and its consumers, and to indemnify CIC, Trans Union, Equifax Information Services, Experian Information Solutions, and each of the other Users 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 thirty (30) days prior written notice mailed or delivered to the office of the other party; further subject to the right of CIC 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 CIC or any violation by User of any provision of this agreement, and further subject to the right of User at any time and without prior written notice, to terminate this agreement in event of increase in charges to the User, as provided herein.

5. No information furnished to User is guaranteed nor is CIC in any way responsible for such information. CIC 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 User. No promise, statement, representation or agreement made by any employee or other representative of CIC and not expressed in this agreement shall bind it contractually or otherwise to User. User agrees CIC does not compile the raw data of the consumer reports and only merges the three repositories data to create a single trimerge credit report. User will hold harmless CIC of any errors and omissions. Should litigation become necessary jurisdiction will be in Hillsborough County, Florida.

6. User hereby agrees to comply with all policies and procedures instituted by CIC and required by CIC's consumer reporting vendors. CIC will give User 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. User may terminate this agreement at any time after notification of a change in policy in the event User deems such compliance as not within its best interest.

7. User agrees that CIC and CIC's consumer reporting vendors shall have the right to audit records of User that are relevant to the provision of services set forth in this Agreement. User further agrees that it will respond within a requested time frame for information requested by CIC's consumer reporting vendors regarding information provided by such vendor. User understands that such vendor may suspend or terminate access to the vendor's information in the event User does not cooperate with such an investigation.

8. (a). During the term of this Agreement, User 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 CIC's consumer reporting vendors. Without limiting the foregoing, CIC may from time to time notify User of new additional, updated or new requirements relating to such laws, compliance with which will be a condition of CIC's continued provision of the credit information to User, and User 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. User agrees to comply with any such new requirements no later than thirty (30) days after it actually receives notice from CIC and such requirements shall be incorporated into this Agreement by this reference. User understands and agrees that CIC may require evidence, including a certification that User understands and will comply with applicable laws.

(b). User will implement strict security procedures designed to insure that User's employees and users use the services and the credit information in accordance with this Agreement and for no purposes other than as permitted by this Agreement. User 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 User's employees and users who agree to act in accordance with the terms of this Agreement and applicable law. User will inform User's employees and users to whom any credit information is disclosed of the provisions of this Agreement. User agrees to indemnify CIC for any claims or losses incurred by CIC as a result of the misuse of the services or the credit information by User or User's affiliates, employees, agents, subcontractors or users in violation of this Agreement.

9. (a). User shall notify CIC 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.

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

(c). In the event the breach is determined by CIC's consumer reporting vendors to be within the control of User, (1) User 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) CIC's consumer reporting vendors and CIC may assess User an expense recovery fee.

10. If approved by CIC and CIC's consumer reporting vendors, User may deliver the consumer credit information to a third party, secondary user with which User has an ongoing business relationship for the permissible use of such information. CIC's consumer reporting vendors may charge a fee for the subsequent delivery to secondary users.

11. User agrees that CIC may verify, through audit or otherwise, that User is in fact the end User 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. CIC may utilize a third party vendor to perform an on-site inspection of User's business, and User agrees to allow access to such third party.

12. To assure FCRA Compliance, User will be required to pass a Physical Inspection of the business premises. The User will be charged for the cost of the inspection. In addition, User agrees to notify CIC of any change of ownership or control fifteen days prior to any such change. CIC may require the new ownership to re-apply for the services provided for herein and may require, at User's expense, a new physical inspection in the event the office location is changed.

13. User hereby authorizes CIC to provide copies of any information regarding User to CIC's consumer reporting vendors.

14. User agrees that CIC may monitor User on an ongoing basis to determine User's compliance with applicable law and the provisions of this Agreement. In the event CIC determines that User is not in compliance with applicable law or this Agreement, CIC may immediately discontinue services under this Agreement. User shall remain responsible for the payment for any services provided to User by CIC prior to any such discontinuance.

15. CIC will provide, and User will utilize, training and training materials to User in order for User to comply with the federal Fair Credit Reporting Act and with the policies and procedures required by CIC's consumer reporting vendors. A copy of the training materials is provided by the U.S. Federal Trade Commission at <http://www.ftc.gov/os/statutes/fcra.htm>

16. **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 Exhibit "B" to this Agreement. User acknowledges that it is not one of the businesses listed in Exhibit "C".

17. User understands and agrees that basic consumer credit information delivered to User by CIC is obtained from Trans Union, Equifax Information Services, or Experian Information Solutions, each of which impose different conditions on the acquisition, use and disposal of such information. User agrees to abide by the terms and conditions of all addendums, appendices, and exhibits are available at <http://www.ciccredit.com/file.axd?file=2013%2f2%2fappendices2013.pdf>

18. User acknowledges additional responsibilities and guidelines regarding credit scores included with consumer reports provided by CIC as Addendums "A-2", "D" & "E"

19. User agrees to abide by **Section 1785.14(a)** of the California Civil Code included in Appendix "B".

20. User agrees to abide by Vermont Fair Credit Reporting **Statute, 9 V.S.A.** in Appendix "C".

21. User agrees to fully support and implement policies that protect the confidential nature of information furnished by and through CIC and insure respect for consumers' rights to privacy. User will subscribe to the Access Security Requirements furnished on Appendix "J" and will make all employees who access credit aware of these policies.

22. OFAC Alert is an information service that is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes; or any other purpose authorized under the FCRA. Accordingly, User certifies it will not use any information provided through the OFAC Alert Service as part of its decision-making process for determining the consumer's eligibility for any credit products or other products, benefits (including the opportunity to rent a dwelling) or services applied for. User acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and User further certifies that upon receipt of an OFAC Alert, it will contact the appropriate government agency for confirmation and instructions. The OFAC Alert indicator may or may not apply to the consumer whose eligibility is being considered by User.

23. User agrees that it will properly dispose of all consumer information. "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. User shall comply with all applicable state laws regarding consumer credit or consumer identity protection.

24. User shall pay all attorney fees, court costs, ADR fees, finance charges (1.5% per month of all invoices 30 days or more delinquent) and collection costs incurred by CIC 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 User fails to pay as agreed CIC has permission to send a draft for payment to User's bank. User agrees to pay for all additional services that may be requested through CIC.

25. Each party to this Agreement is an independent contractor, and nothing contained in this Agreement may be construed as creating a joint venture, partnership, licensor-licensee, principal-agent, or mutual agency relationship between or among the parties. No party, by virtue of this Agreement, has any right or power to create any obligation, express or implied, on behalf of any other party. No party, or employee of any party, will be deemed to be an employee of another party by virtue of this Agreement.

26. User and CIC acknowledge and intend that this Agreement was entered into for the respective benefit of each of them and their respective successors and assigns, and, in consideration of their reporting information to CIC, the third party benefit to Trans Union LLC, Equifax Information Services LLC and Experian Information Solutions Inc. Nothing in this Agreement will be construed as giving any other person, firm, corporation or other entity, other than the parties to this Agreement and their respective successors and permitted assigns and Trans Union LLC, Equifax Information Services LLC and Experian Information Solutions Inc., any right, remedy or claim under or in respect of this Agreement or any of its provisions.

27. Due to the special and unique purposes of this Agreement, neither this Agreement nor any rights or obligations in it are assignable by User without the prior written consent of CIC. Consent will not be unreasonably withheld. Any dissolution, merger, consolidation or other reorganization of User, the sale or other transfer of all or substantially all of the assets or properties of User, or the sale or other transfer of a controlling percentage of the corporate stock of User, constitutes an assignment of this Agreement for all purposes of this paragraph. The term "controlling percentage," for the purpose of this paragraph, means the ownership of stock possessing, and of the right to exercise, at least fifty percent (50%) of the total combined voting power of any class or all classes of stock of such a party, issued, outstanding and entitled to vote for the election of directors, whether that ownership is direct or indirect.

28. Notwithstanding any provision to the contrary, no party to this Agreement will be liable to the other party for any delay or interruption in performance of any obligation resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes, or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or any other cause, if the delay or interruption in performance is beyond its reasonable control.

29. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that holding will not invalidate or render unenforceable any other provision of this Agreement.

30. Failure of any party to enforce any of its respective rights or remedies hereunder with respect to any specific act or failure to act of any party will not constitute a waiver of the rights of that party to enforce those rights and remedies with respect to any other or subsequent act or failure to act.

31. Subscriber agrees to an On Site Inspection of premise by a CIC approved vendor to validate the legitimacy and location of the business and to ensure security measures in restricting access to FCRA regulated information. Subscribers located out of a "residence" are required an annual On Site Inspection and will be billed at CIC's prevailing rate. Subscribers located out of a "commercial" location are required the initial On Site Inspection and in the event the Subscriber relocates, a follow-up inspection will be performed and the Subscriber billed at CIC's prevailing rate. In the event of a failed or no-show inspection, the account will still be charged.

32. If Subscriber accesses criminal record information through CIC it must meet the requirements as defined in the following statutes: Freedom of Information Act, 5 USC 552; Crime Control Act, Public Law 93-579, 5 USC 522(a), Title 6, Fair Credit Reporting Act, Public Law 91-508; and all other state and federal laws that are concerned with the reporting and use of criminal record information.

33. CIC offers a program to Mortgage brokers and bankers to facilitate the revision of data contained in consumer credit files, in an expedient manner, thereby adjusting scores of those consumers. User agrees to not charge the consumer directly or indirectly for the service. If Subscriber utilizes this service, known as "RAPID RESCORE™," Subscriber acknowledges additional responsibilities and guidelines with respect to reports from Equifax Information Services, attached to this Agreement as Addendum A-1

34. User certifies to comply with California Civil code Section 1785.14(a) and is not a retail seller as defined in section 1802.3 of the California Civil Code.

This Agreement, including the addendums A-1, A-2, B, C, D, E, , Appendix A, B, C, and exhibits A , B, C, D, E, hereto, which are expressly incorporated into it and which are available at <http://www.ciccredit.com/file.axd?file=2013%2f2%2fappendices2013.pdf> constitutes the entire Agreement between the parties and supersedes and cancels any and all prior agreements between the parties relating to the subject matter. No changes in this Agreement may be made except in writing signed by both parties.

Initial Date _____

15 U.S.C. §1681 ET SEQ. 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, UNITED STATES CODE, IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

This Agreement shall be governed by and construed under the laws of the State of Florida.

The person signing below certifies, represents and warrants that he or she (1) is duly authorized to bind the Company set forth below, to the terms, conditions and certifications of this Agreement, (2) has direct knowledge of the facts certified in this Agreement, and (3) has direct knowledge of the information set forth in the accompanying User Profile, (4) is authorized and hereby consents for User to receive faxes, including, but not limited to fax advertisements, sent by or on behalf of CIC Mortgage Credit, Inc. and its affiliates to the fax number(s) indicated herein. The person signing below also authorizes User's creditors to treat a photocopy or facsimile of such person's signature as if it were an original, and accept such photocopy or facsimile signature as authorization to release credit information to CIC Mortgage Credit Inc. telephonically. The person below also authorizes CIC Mortgage Credit, Inc. to access a consumer report(s) & business report(s) in connection with this application. A copy of the Customer Profile is attached hereto as "Service Application".

DATED _____

NAME (FIRST / MI / LAST)

SIGNATURE

PHYSICAL LOCATION OF BUSINESS

HOME ADDRESS

HOME PHONE

SOCIAL SECURITY

DRIVERS LICENSE NUMBER EXP. DATE

CIC Credit

Authorized Signature

Print Name

Title

CREDIT CARD AUTHORIZATION

** Required on all residential accounts*

Customer Number _____

(Required on all Accounts) Please enter the following information exactly as it appears on the credit card.

In the event of default by customer, or if customer does not qualify for standard payment terms, the undersigned authorizes CIC Mortgage Credit, Inc. to charge the credit card set forth below for the total of any and all unpaid invoices.

Card Number		Expiration Date	
First Name	M	Last Name	
Address		City	State Zip
Email		Phone Number	
Signature		Date	

Voluntary Recurring Credit Card Payment Authorization Agreement:

For customers who qualify for standard payment terms but elect to charge invoices to their credit card every month

The undersigned authorizes CIC Mortgage Credit, Inc. to charge the credit card set forth above each month for the balance due of the Company. A fax copy of this authorization and the undersigned signature may be deemed equivalent to the original and may be used as a duplicate original.

Signature _____ Date _____

Sample Letter of Intent

Trans Union requires a separate letter of intent. The Letter of Intent must be on the Customer's company letterhead and must be signed by an officer, owner or authorized manager of the company. The Letter of Intent must include, at a minimum, the following information (in the End User's own words):

- The nature of its business
- Its intended use for the services
- Its anticipated monthly volume
- Intent as to whether it anticipates its access to be primarily local, regional, or national

Sample Letter

July 19, 2013

CIC Mortgage Credit Inc.
2206 21st Ave South 303
Nashville, TN 37212

Attention: Compliance Department

RE: Letter of intent of use

1 Best Bank has 30 branches and supports over 50 Loan officers in 50 states. Our monthly volume in credit reports and ancillary products and services should exceed \$2,000 per month. Our access will be local, regional, and national.

Sincerely;

End User
CEO