

CREDIT BUREAU AGREEMENT



Required Terms for Agreement Between Reseller and End User for Consumer Reports

1. End User is a _____ (type of business) and has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The End User certifies its permissible purpose as:
 - a. 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; or
 - b. In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or
 - c. In connection with a tenant screening application involving the consumer; or
 - d. In accordance with the written instructions of the consumer; or
 - e. For a legitimate business need in connection with a business transaction that is initiated by the consumer; or
 - f. As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.
2. If required by the credit bureau, End User shall consent to a professional physical inspection of their business premises that will include, but is not limited to: viewing employment environment to determine legitimacy of professed business, taking photos of building and signage, gathering of business collateral, determining permanency of office space, and reviewing appropriate licenses. Subscriber agrees to pay the \$100 fee for this required procedure.
3. End User certifies that End User shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for the End User's exclusive one-time use. End User shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under the Agreement to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Consumer Reports in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.
4. End User will maintain copies of all written authorizations for a minimum of five (5) 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 OF THE UNITED STATES CODES OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
6. End User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End 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, unless otherwise explicitly authorized in an agreement between Reseller and its End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.
7. With just cause, such as violation of the terms of the End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User's agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

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| Company: | |
| dba: | |

Company Representative Signature

Name and Title of Signer (please print)

Date Signed

The Facet Group Representative Signature

PHIL BRATIN, VICE PRESIDENT

Name and Title of Signer (please print)

Date Signed