

Landlord Subscriber Agreement

Please fill out the following documents required to establish an account with National Association of Independent Landlords, Inc.

Please choose from ONLY one of the following categories:

1. If you are an Individual Landlord You must include the following documents. Choose which documents you would like to send us and check the appropriate box:

- Copy of filed property title (for each rental property); **OR**
 - Copy of filed property tax records (for each rental property); **OR**
 - Property insurance documents from county or city or state (for each rental property); **OR**
 - Public tax records search (for each rental property)-can be performed by The National Association of Independent Landlords for a \$5.00 fee per property upon request.
- AND**
- Copy of photo ID 2
- AND**
- If you are not listed in the White Pages please send us One page of your phone bill with your name and phone number listed. (We can also accept cell phone bills)
- AND**
- On-site inspection – (can be waived by customers using the Pre-Qualification Decision Service)
- A copy of a signed rental application must be sent to our office each time credit is obtained on each rental property.

If you are an individual landlord operating as a business please see section 2.

2. If you are an Individual Landlord operating under a business name must ALSO include the following:

- Copy of business license; **OR**
- State and/or federal tax records originating from the state or federal government; **OR**
- Fictitious business name filing with proof of filing; **OR**
- Copy of an Experian Business Credit Report obtained by the National Association of Independent Landlords; **OR**
- Business license status from government web site (please include entire web page print out);

3. If you are a Property/Apartment Management Companies or Apartment Communities You must include one of the following documents. Choose which documents you would like to send us and check the appropriate box:

- Minimum of 3 completed (signed) rental applications (existing residents or new applicants is acceptable); **OR**
 - Proof of filings in landlord/tenant court; **OR**
 - Proof of membership in a local / regional / national apartment association
- AND**
- Copy of business license; **OR**

- Copy of Articles of Incorporation (with proof of filing); **OR**
- State and/or federal tax records (must originate from state and/or federal government)
- An Experian Business Credit Report that proves the company is in business
- AND**
- A signed list of all apartment complexes under the apartment management company
- AND**
- On-site inspection by a vendor approved by The National Association of Independent Landlords (can be waived by customers using the Pre-Qualification Decision Service)
- AND**
- One page of your phone bill with your name and phone number listed (YOU MAY SKIP THIS SECTION IF YOU ARE LISTED IN THE WHITEPAGES). We can also accept cell phone bills.

4. If you are a Real Estate Agent contracted with a Firm for Tenant Screening Purposes You must include one of the following documents. Choose which documents you would like to send us and check the appropriate box:

- Minimum of 3 completed (signed) rental applications (existing residents or new applicants is acceptable); **OR**
- Proof of filings in landlord/tenant court; **OR**
- Proof of membership in a local / regional / national apartment association
- AND**
- Copy of business license; **OR**
- Copy of Articles of Incorporation; **OR**
- State and/or federal tax records (must originate from state and/or federal government); **OR**
- AND**
- Copy of Real Estate Broker's license status from a government approved web site (please included entire web page print out)
- Letter on company letterhead from real estate firm confirming business relationship with real estate agent
- AND**
- One page of your phone bill with your name and phone number listed (YOU MAY SKIP THIS SECTION IF YOU ARE LISTED IN THE WHITEPAGES). We can also accept cell phone bills.
- AND**
- On-site inspection by a vendor approved by The National Association of Independent Landlords (can be waived by customers using the Pre-Qualification Decision Service)

5. If you are a Publicly Traded Companies you must include the following:

- Certified copy of audited annual or quarterly statements submitted to the Securities Exchange Commission; **OR**
- Documentation of ticker symbol information from trading website
- AND**
- On-site inspection by a vendor approved by The National Association of Independent Landlords
- AND**
- One page of your phone bill with your name and phone number listed (YOU MAY SKIP THIS SECTION IF YOU ARE LISTED IN THE WHITEPAGES). We can also accept cell phone bills.

AGREEMENT FOR SERVICE

The undersigned (hereinafter referred to as "Applicant") desires to use the services of National Association of Independent Landlords, Inc. (hereinafter referred to as "Landlord Association") at regular service charges upon the basis outlined below:

1. Applicant agrees to comply with all the provisions of Public Law 91-508 (Fair Credit Reporting Act) and all other applicable statutes. Applicant has received the FCRA Addendum. *(For a complete copy of the FCRA visit www.ftc.gov/os/statutes/fcra.htm)* Applicant certifies that inquiries will be made only for the specific business purpose declared below. *(The FCRA allows credit information to be used in connection with extending credit, collection of the account, employment, insurance, or in connection with a legitimate business transaction involving the consumer.)* Under the FCRA any person who knowingly and willfully obtains credit information from a consumer-reporting agency under false pretenses is subject to a fine or imprisonment, or both.
2. Applicant will obtain **written** authorization for obtaining consumer reports and maintain documentation for such authorization conforming to local and federal laws for a minimum of (3) three years. Applicant will cooperate with all requests for information and/or documentation to support compliance with this agreement and the FCRA as may be requested by Landlord Association or its data sources.
3. Applicant certifies that all credit reports whether oral or written shall be maintained by the Applicant in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purpose for which the report is requested and will not sell or otherwise distribute to third parties any information received thereunder, except as otherwise required by law.
4. Landlord Association shall not be liable in any manner whatsoever for any loss or injury incurred by applicant as a result of the obtaining or furnishing of such information, and shall not be deemed to have guaranteed the accuracy of such information. Applicant recognizes that the information is secured by and through fallible human sources. Applicant agrees to indemnify and hold harmless credit repositories including Experian, TransUnion, CSC and/or Equifax from and against any loss, claim, damage or expense of any nature, including attorney's fees in using the information obtained hereunder.
5. Upon using its database services, Applicant hereby acknowledges that Landlord Association does not create or maintain these records or information, and we rely on third party sources including state departments, state repositories, correctional institutions, government agencies and other information sources. Thus Landlord Association is not responsible for the content or accuracy of such records or information in the database, and these searches should only be used as a preliminary inquiry and that a subsequent county search should be done before any action is taken against or on behalf of a subject.
6. Applicant has received and agrees to pricing established on rate schedule. Applicant will be notified 30 days in advance of any necessity to change/update the pricing schedule. Applicant's officer signing below personally guaranties payment for services rendered. The Applicant and the officer signing below shall be jointly and severally subject to payment for services rendered. All legal, collection, and court costs incurred for collection of past due amounts, will be added to the outstanding balance.
7. Applicant agrees to terms of payment net 30 days. Payments are due by the tenth of the month and subject to, at the discretion of Landlord Association, a late charge of one and one half percent per month, eighteen percent per annum interest charge.
8. Landlord Association, with just cause, such as delinquency or violation of the terms of this contract or a legal requirement, or by request of a national repository (*Experian, TransUnion, CSC or Equifax*) may, upon its election, discontinue serving the Applicant and cancel this Agreement immediately.
9. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, heirs, successors and assigns.
10. Upon accessing credit reports online, Applicant agrees to send Landlord Association written authorization obtained by consumer authorizing Applicant to obtain credit, criminal or eviction records, within ten business days of the date on which the consumer report was obtained online.

I/We fully understand the terms and conditions of your agreement and agree to proper consideration of extended credit.

Specific Business Purpose **Resident Screening**

Type of Business _____

Applicant Name _____

Officer Name: _____

Signature: _____

Date: _____

APPLICATION

Subscriber Information

Subscriber Name: _____
Parent Company: _____
Address (home) : _____
City: _____ State: _____ Zip: _____
Corp. Address (if one applies) : _____ City: _____
State: _____ Zip: _____
Phone: _____ Fax: _____
Number of Rental Units _____
Web Address: _____
Please list the address where you will pull credit reports: Address : _____
City: _____ State: _____ Zip: _____
Is this a residence or business address: _____
If residential, is it a gated community? Yes No

Contact(s)

Main Contact: _____ Admin. User User
Phone: _____ Fax: _____ Email Address: _____
Other Contact: _____ Admin. User User
Phone: _____ Fax: _____ Email Address: _____
Other Contact: _____ Admin. User User
Phone: _____ Fax: _____ Email Address: _____

Certification

Describe the specific purpose(s) for which credit will be used: _____

Subscriber certifies that it is not a(n): Attorney (other than those whose sole purpose is to use credit information for rental purposes), Bail Bond company ; Credit Repair company (including credit counseling and credit clinics) ; Check Cashing company; Dating service; Genealogical research firm; Investigative company (including private investigators or detective agencies); Financial counseling; massage services; Insurance claim service; News Agency or Journalist; Law Enforcement; pawnshop; asset or children location service; tattoo service.

Subscriber certifies that it is the END USER and WILL NOT resell reports under any circumstances.

Signature

I certify that the information above is true and accurate. I further certify that I am authorized to sign on behalf of the company.

Subscriber's Name: _____ Title: _____
Signature: _____ Date: _____

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 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.

Member agrees to comply with all applicable federal, state and local laws, including the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act of 2003, 15 U.S.C. § 1681 et seq

Signature of Cardholder _____ Date _____

Access Security Requirements

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 another 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.”

Subscriber understands its responsibilities for Access Security

Officer Name: _____

Officer Signature: _____

Date: _____

CREDIT SCORING SERVICES AGREEMENT

- The End User's warranty that it has a "permissible purpose" under the Fair Credit Reporting Act, as it may be amended from time to time, to obtain the information derived from the Experian/Fair, Isaac Model.
- The End User's agreement to limit its use of the Scores and reason codes solely to use in its own business with no right to transfer or otherwise sell, license, sublicense or distribute said Scores or reason codes to third parties.
- A requirement that each End User maintain internal procedures to minimize the risk of unauthorized disclosure and agree that such Scores and reason codes will be held in strict confidence and disclosed only to those of its employees with a "need to know" and to no other person
- Notwithstanding any contrary provision of this End User Agreement, End User may disclose the Scores provided to the End User under this End User Agreement to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only.
- A requirement that each End User comply with all applicable laws and regulations in using the Scores and reason codes purchased from Broker
- A prohibition on the use by End User, its employees, agents or subcontractors, of the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian Information Solutions, Inc. or Fair, Isaac and Company, or the affiliates of either of them, or of any other party involved in the provision of the Experian/Fair, Isaac Model without such entity's prior written consent
- A prohibition on any attempts by End User, in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian/Fair, Isaac in performing the Experian/Fair, Isaac Model
- Warranty. Experian/Fair, Isaac warrants that the Experian/Fair, Isaac Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Experian/Fair, Isaac Model is applied is similar to the population sample on which the Experian/Fair, Isaac Model was developed, the Experian/Fair, Isaac Model score may be relied upon by Broker and/or End Users to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to End Users. Experian/Fair, Isaac further warrants that so long as it provides the Experian/Fair Isaac Model, it will comply with the regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 *et seq.* THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN/FAIR, ISAAC HAVE GIVEN BROKER AND/OR END USERS WITH RESPECT TO THE EXPERIAN/FAIR, ISAAC MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXPERIAN/FAIR ISAAC MIGHT HAVE GIVEN BROKER AND/OR END USERS WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Broker and each respective End User's rights under the foregoing Warranty are expressly conditioned upon each respective End User's periodic revalidation of the Experian/Fair, Isaac Model in compliance with the requirements of Regulation B as it my be amended from time to time (12 CFR Section 202 *et seq.*)
- A provision limiting the aggregate liability of Experian/Fair, Isaac to each End User to the lesser of the Fees paid by broker to Experian/Fair, Isaac pursuant to Section 3. A (In consideration of Experian/Fair, Isaac's performance of the Experian/Fair, Isaac Model, Broker will pay Experian/Fair, Isaac fees (the "Fees") as agreed upon in writing by Broker and Experian/Fair, Isaac from time to time.) of this Agreement for the Experian/Fair, Isaac Model resold to the pertinent End User during the six (6) month period immediately preceding the End User's claim, or the fees paid by the pertinent End User to Broker under the Resale Contract during said six (6) month period, and excluding any liability of Experian/Fair, Isaac for incidental, indirect special or consequential damages of any kind.

Subscriber understands its responsibilities for Credit Scoring

Signature of Client _____ Date _____

**National Association of Independent Landlords, Inc.
Payment Agreement**

Subscriber Name _____

I hereby authorize Landlord Association to charge my credit card for payment on my account for amounts due for services received by reason of my agreement to receive services to said company. I understand this will be charged monthly on an ongoing basis or as payments are due.

Card Holders Name _____

Name as it appears on Credit Card _____

Type of Credit Card _____ Account # _____

Expiration Date _____

Security (cvv code-3 digits on the back of your credit card) _____

Signature of Cardholder _____ Date _____

Consent to Onsite Inspection

(You may skip this section if you only intend to use our Pre-Qualification Response Service)

Would you like to receive Full Comprehensive Credit Reports in lieu of Pre-Qualification Responses? (Please note this requires an onsite inspection of the location where you pull and store your credit reports. By choosing this option you agree to pay for an onsite inspection). Yes No

If you choose the option of obtaining Full Comprehensive Experian Credit Reports an onsite inspection will be ordered for you and you will be charged a fee of \$52.00. A representative from Trendsorce will call you to set up an appointment to conduct and onsite inspection of your home, or business.

Please sign below to authorize an onsite inspection:

I hereby authorize Landlord Association to charge my credit card for payment for an onsite inspection and am aware that I will be contacted by an outside source, Trendsorce, to set up an onsite inspection at my convenience.

Signature of Client _____ Date _____

TENANT CODIFIED AUTHORIZATION AGREEMENT

Applicant warrants that it has an agreement for service and an account in good standing with National Association of Independent Landlords, Inc. (“Landlord Association”) for a permissible purpose under the Fair Credit Reporting Act to obtain information.

Applicant certifies that all information, whether oral or written, shall be maintained by Applicant in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purpose for which the information is requested and will not sell or otherwise distribute to third parties any information received thereunder, except as otherwise required by law.

Applicant understands and agrees that the codified information communicated to Applicant by Landlord Association is a summary, “pass/fail” authorization based on parameters agreed to by Applicant and Applicant agrees to hold harmless Landlord Association from and against any and all responsibility for the accuracy of the summary of the information communicated thereby.

Specific Business Purpose Resident Screening

Type of Business _____

Applicant Name _____

Officer Name: _____

Signature: _____

Date: _____

National Association of Independent Landlords, Inc.

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

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, _____ ("End User") hereby certifies to Consumer Reporting Agency as follows: (Please circle)

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, instruct 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.

End User

By: _____

Title: _____

Date: _____