

Fax Cover sheet

FROM _____

PHONE _____

FAX _____

TO – TR INFORMATION SERVICES – TENANT SCREENING DEPARTMENT

FAX – 407-306-0277

Date _____

Pages (including cover sheet) _____

Please complete and return the following documentation

Signed membership **USER AGREEMENT** acknowledging FCRA responsibilities and billing terms

Signed ComplyTraq Compliance forms

Copy of property title, or property tax records

Copy of your driver's license

Voided Company Check

3 completed and signed rental application – current or previous tenant

Choose credit card or ACH (Electronic Check payment) for billing option

DataFax user Agreement

THIS USER AGREEMENT (hereinafter, "**Agreement**") is entered into this _____ day of _____, 200__ by and between **DataFax, Inc.** (hereinafter, "**DataFax**") a South Carolina corporation having its principal place of business at 1640 Airport Road, Suite 115, Kennesaw, Georgia 30144; and _____, a _____ having its principal place of business at _____ (hereinafter, "**User**").

NOW, THEREFORE, in consideration of fees specified in Exhibit A, attached hereto and incorporated herein by reference, the mutual covenants and promises contained herein and of other good and valuable consideration, the extent and sufficiency of which is acknowledged between DataFax and User (each a "Party" and together the "Parties"), the Parties hereto agree as follows:

User Agrees to

1. Abide by the Fair Credit Reporting Act (FCRA), the Americans with Disabilities Act and other applicable equal opportunity laws (ADA), the Gramm-Leach-Bliley Act of 1999 (GLBA) and the Driver Privacy Protection Act (DPPA), as well as the laws of the applicable state issuing Motor Vehicle Records (MVRs) when information subject to those acts is requested.
2. Accept responsibility for processing and using information provided by DataFax in accordance with the ADA, the GLBA and the DPPA when the data requested is subject to such, and the FCRA when the data requested is subject to FCRA, the requirements of the three main credit repositories ("Repositories") and other suppliers and databases imposed upon users of their data, as well as all applicable local, state and federal laws.
3. Be aware that 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.
4. Be aware that some states have more strict 'Human Rights' and ADA based statutes in force for employers; and, that compliance with these laws is the responsibility of the User.
5. Recognize that information is obtained and managed by fallible sources, and that, for the fee charged, DataFax cannot guarantee or insure the accuracy, completeness, timeliness or the depth of information provided.
6. Assume responsibility for the final verification of the applicant's identity.
7. The fact that DataFax employees are not allowed to render any opinions regarding information contained in a consumer report. Hiring decisions or any other actions or decisions must be based on User policies and procedures.
8. Give the applicant DataFax's 800# and Address if information provided in a consumer report results in adverse action as defined in FCRA; and both advise applicants, and follow procedures itself, regarding Repository mandates on inquiries or complaints.

DataFax Agrees to

1. Comply with all applicable laws in the preparation and transmission of reports as

defined in 15 USC-1681 et seq, regulated by the Federal Trade Commission.

2. Follow reasonable quality assurance procedures.
3. Re-verify at no cost when a User makes the request by telephone or the subject makes a request in writing. DataFax's response shall be made in writing and delivered in a timely manner.
4. Maintain a log on consumer report information secured by Users, and transaction details, for a minimum of three years. During an inquiry, the subject of the report has the right to learn the name of the User ordering information and has the right to see the report ordered by the User.
5. Maintain confidentiality of its data acquisition and verification methodology. DataFax may, at its sole discretion, terminate service.
6. Comply with all applicable local, state and federal laws, rules and regulations in the preparation and transmission of other types of reports, including but not limited to the FCRA, the UCC, business verification and public records.
7. DataFax hereby certifies that it is a "consumer reporting agency" and a "reseller of consumer reporting services" as such terms are defined in the FCRA, 15 U.S.C. § 1681 et. seq., as currently defined and amended from time to time.

Terms and Conditions

1. User agrees that it will secure consumer credit and other information on individuals only for a one-time use and solely for its use in credit collection or employment transactions between itself and the consumer/individual to whom information refers and/or for such other "permissible purposes" related to a business transaction as are defined by the FCRA; that it will neither request nor use any such information for any other purpose; and that it will advise, during each request for consumer or individual information, of the specific permissible purpose for which the information is sought (tendering this permissible-purpose information in such form or manner as stipulated by DataFax) Furthermore if the reason User's need for the information becomes different than that indicated in the "User agrees" section above, then User shall notify DataFax immediately of the change and sign an addendum to the User Agreement, provided that the new use consists of a permissible purpose as defined in FCRA. User also agrees that it is the "End User" and will not further sell consumer reports and other information provided by DataFax.
2. User agrees that it will obtain and retain on file appropriate application, release and/or authorization forms from any credit applicant, job applicant or other individual on whom information in Repositories accessed through DataFax is sought; that it will disclose to,

- such individual(s) as and when required by law that credit report information and other information (including investigative credit report information, if applicable) will be sought on such individual(s); and that it will advise consumer(s) when credit is denied, terminated or changed or when an application is declined, based in whole or in part on information secured through Repositories availed by DataFax (advisees in such case to include name & address of applicable Repository).
3. User agrees that it will retain application, release and/or authorization forms obtained per (2) above for three years in all cases where credit is extended or application approved and in any case where credit is declined or application declined; and that it will make available these application/authorizations/releases to DataFax upon reasonable notice for occasions where confirmation or audit is required, either by the Repositories or by DataFax.
 4. User agrees to take all reasonable precautions to ensure that consumer credit and other information on individuals (including scores) will be held in strict confidence, disclosed only to those of its employees whose duties reasonably relate to the legitimate business purpose for which the information was requested, and not disclosed to any other person in whole or in part unless required by valid subpoena or court order.
 5. User agrees that services hereunder may initiate upon the tendering its Subscription fee or deposit thereon, if any, followed by DataFax's issuance of a User ID designation and password. For any services making use of DataFax communications lines, time charges as stated separately will be additional; and for services where report data is secured and tendered on a per-transaction basis using DataFax subscription arrangements with Repositories, charges per-Report and/or per-item of information secured by User will also be additional (also at rates of charge as stated separately, in an addendum hereto or otherwise, if any).
 6. User agrees and acknowledges that payment to DataFax for services rendered shall be made in one of the two following manners and by initial hereto, User agrees to such method and agrees to provide all necessary information and documentation to DataFax, at the time of signing this Agreement: (1) DataFax accepts payments via ACH (Automated Clearing House) and DataFax requires your Company's bank name, address, general phone number, name on the account, account #, ABA # and a voided copy of a check. User Initials _____; or (2) DataFax accepts payments via Visa, MasterCard, AMEX and Discover. User Initials _____. DataFax will email invoices to User once a month for those for services from the 1st through the last day of the month. Should User have a reasonable dispute with regard to an invoice, User must notify DataFax of such prior to the 10th day after the date of the invoice, by sending all detail or documentation via email to support@DataFaxInc.com or fax to 208-379-4263 ATTN: Accounting Department. DataFax will respond to User's dispute within 5 days after receipt. Upon the 10th day after the date of the invoice, DataFax will either automatically charge User's Credit Card or ACH User's account, all undisputed amounts due. Reasonably disputed amounts may be withheld until such time that User and DataFax can mutually agree as to the appropriate measures to be taken.
 7. DataFax may, upon thirty (30) days prior written email notice to User, unilaterally increase the fees then in effect to reflect an increase a) in any charge to DataFax by its service or data providers, b) in any costs or surcharges due to State requirements, or c) in costs of new enhancements or services to be provided, provided however, that User may terminate this Agreement on thirty (30) days' written mail notice after receipt of the fee increase notice from DataFax, if the fee increase is at any rate higher than ten percent (10%) per annum and provided in turn, that DataFax may, in its sole discretion, cure any such termination during such thirty (30) day period.
 8. User will hold its User ID and/or Password in strict confidence, and will report to DataFax immediately any loss, theft, or disclosure or unauthorized use of said User ID or Password. Until DataFax is so notified and acknowledges de-activation of the User ID and Password, User shall be liable for any and all user charges, and for any and all effects and/or consequences of any misuse.
 9. By signature hereto, User agrees that information secured will be for its exclusive use, in its credit, insurance, marketing or other business decisions, and that all consumer credit and allied information will be held in strict confidence. Further, use of such information for unfair or deceptive practices is strictly prohibited; and information on (prospective) employees will only be secured by designated authorized representative(s) of subscriber, identified as "Contact(s)" herein; additionally, User employees will be forbidden to obtain any information on themselves, associates or any others save in the performance of their official duties. Finally, consumer credit information will not be disclosed to the subject of the information, except that it may be disclosed if adverse action is taken. In either case, subject(s) requesting a copy of their information will be referred, upon need or legitimate inquiry, to DataFax or to the Repository office identified on the consumer credit information, except as otherwise required by applicable State law.
 10. Information obtained in accordance herewith shall be held in strict confidence and is never to be reproduced, revealed or made accessible in whole or in part to any others unless required by law. User agrees to hold DataFax and all its agents, as well as Equifax, Experian, Trans Union, Dun & Bradstreet and other credit information providers, harmless from any expense, damage or liability arising or resulting from the publishing or disclosure of consumer credit information contrary to these conditions by any party, including DataFax, its employees and its agents, whether such information is disclosed by design or in error. Further, User specifically agrees to hold DataFax harmless from any special, incidental, exemplary or consequential damages of any nature.

11. User acknowledges and avers generally, unless otherwise permitted, that it is not in business as a credit repair office, a "skip trace," anyone engaged in news media, a private investigative office, a detective agency, a law firm or lawyer; that it is listed in the telephone Yellow Pages under the heading of Private Investigator, Detective Agency, or similar heading. User agrees to on-site inspection at its premises prior to commencement of service hereunder, to include inquiry into and/or review of User's procedures and processes in acquiring information, security practices and other protective measures in place to ensure User compliance with terms hereof.
12. User agrees to place all devices used to obtain credit information in a secure location within their facility. These devices should be secured so that unauthorized persons cannot access them. After normal business hours devices will be turned off and locked.
13. User agrees to maintain and keep confidential, all electronic and hard copy consumer report information and applications, with transaction details, for a minimum of thirty-six (36) months.
14. This Agreement shall become effective as of the date first written above the ("Effective Date"). This Agreement shall remain in effect for an initial term of three (3) years (the "Initial Term") after which it shall be automatically renewed for additional one (1) year periods, (the "Renewal Term(s)") until terminated by either party on sixty (60) days written notice to the other party, prior to the end of the then existing Term. Obligations for the payment of charges and for the continuation of confidentiality and maintenance of records, however, shall survive any termination of this Agreement.
15. User shall pay all applicable federal, state and/or local sales, service or use taxes and any other taxes, however designated, levied or imposed by reason of any action or transaction under this Agreement, other than taxes imposed on DataFax's net income.
16. EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE, DATAFAX MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DATAFAX DOES WARRANT THAT IT SHALL PERFORM ITS SERVICES HEREUNDER IN A COMPETENT AND WORKMAN-LIKE MANNER IN ACCORDANCE WITH THE STANDARDS OF THE INDUSTRY.
17. UNDER NO CIRCUMSTANCES SHALL DATAFAX BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANY REAL OR ANTICIPATED PROFITS, EVEN IF DATAFAX HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY LIABILITY OF DATAFAX OF ANY NATURE HEREUNDER SHALL BE LIMITED TO A REFUND OF THE APPLICABLE PAYMENTS MADE BY USER UNDER THIS AGREEMENT. NO CLAIM, ACTION OR PROCEEDING MAY BE COMMENCED MORE THAN TWO (2) YEARS AFTER THE OCCURRENCE WHICH HAS GIVEN RISE TO SUCH CLAIM, ACTION OR PROCEEDING.
18. As used herein, "Confidential Information" means all confidential and proprietary information furnished by either party to the other and all information derived therefrom. The term "Confidential Information" does not include information which (i) becomes generally available to the public other than as a result of a disclosure by the information receiver; (ii) was available to the information receiver on a non-confidential basis prior to its disclosure by the information provider; (iii) becomes available to the information receiver on a non-confidential basis from a source other than the information provider, provided that such source is not known by the information receiver, after due inquiry of such source, to be bound by any duty to the information provider or another entity, to keep such information confidential; or (iv) is independently developed by the information receiver. Each party agrees that the Confidential Information disclosed to it by the other party shall not be disclosed to any third party and shall be used only for the purpose of this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner in which it treats its own confidential and proprietary information, including prohibition of and sanction against the use of such by any third party, employee, agent or associate of a party so revealing and/or using such information for direct or indirect gain.
19. This Agreement may be terminated only in accordance with Paragraphs 14 herein, or upon thirty (30) days after receipt of written notice of any material breach of provision(s) of this Agreement if such breach is not cured within said thirty (30) day period.
20. General Provisions
 - a. Notices. Except as specifically maintained otherwise herein, any and all notices shall be given in writing and mailed Registered or Certified mail, return receipt requested or sent via overnight courier service or by hand delivery to the other party at the address listed above. The date of receipt shall be deemed to be the effective date of the notice.
 - b. Waiver. The failure or delay of either party to enforce any terms or conditions of this Agreement shall not constitute a waiver of same or any other term or condition, or otherwise preclude or prejudice later enforcement of same or other terms and conditions.
 - c. Modifications. Except as specifically maintained otherwise herein, this Agreement may be modified or amended only by the written consent of both parties.
 - d. Headings. All headings used in this Agreement are for the convenience of the parties and are for reference purpose only.
 - e. Injunctive Relief. Each party shall have, in addition to any other relief at law or in equity, the right to injunctive relief to redress any breach of this Agreement by the other party.
 - f. Attachments. The Fee Schedule attached hereto is deemed incorporated into this Agreement as if fully set forth herein.
 - g. Severability. If any term or condition of this Agreement is deemed to be invalid or unenforceable, all remaining terms and conditions shall nonetheless remain in full force and effect.
 - h. Assignment. Neither party may assign this Agreement without the prior written consent of

the other, except that either party may assign this Agreement to any of its affiliated companies without such consent or may assign this Agreement in any event of the sale by such party of all or substantially all its assets to an Assignee, provided that the Assignee assents in writing to all terms and conditions hereof and further provided that scope, level, volume and nature of service to be provided to or by Assignee are not materially changed.

- i. Restriction on Employment. User may not hire any employee of (or contractor/consultant to) DataFax engaged in fulfilling the terms of this Agreement without the prior written consent of DataFax.
- j. Choice of Law and Venue. THE PARTIES HEREBY IRREVOCABLY AGREE TO COMMENCE AND SUBMIT TO THE SOLE AND EXCLUSIVE LAW AND PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF NEW JERSEY, COUNTY OF MERCER, ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT; THAT VENUE IN ANY SUCH COURT SHALL BE DEEMED PROPER; AND TO WAIVE ANY CLAIM OR DEFENSE THAT A PARTY LACKS MINIMUM CONTACTS WITH THE FORUM, THAT ANY COURT LACKS PERSONAL JURISDICTION, OR THAT VENUE OF SUCH COURT IS IMPROPER OR INCONVENIENT.
- k. Collection and Attorneys' Fees. Without limiting any of DataFax's remedies for non-payment or late payment of invoices, User shall be liable to DataFax for any and all interest, late fees, costs of collection, court costs and reasonable attorneys' fees relating to any collection action or proceeding regarding invoices for services rendered pursuant to this Agreement and remaining unpaid after the due date.
- l. Force Majeure. Performance by DataFax may be subject to interruption and delay due to causes beyond its reasonable control such as acts of God, government, weather, fire, power or telecommunications failure, inability to obtain supplies or information, breakdown of equipment or interruption in Credit Bureau services or communications. Neither party shall be liable to the other for any delay or failure to perform which results from causes outside its reasonable control.
- m. Audits. During the Term of this Agreement and continuing for one (1) year after termination, DataFax may at any time, after reasonable prior written notice and at mutually convenient times during normal business hours, audit User's compliance with the provisions of this Agreement and the legal requirements applicable to it regarding compliance with the FCRA and any other laws or regulations applicable to it.
- n. Cure Periods. Unless specified otherwise, no termination for breach of any term hereof or for other reason (excluding expiration of Initial or Renewal Term) shall be effective without offering a thirty (30) day period for cure of such breach or other reason.
- o. Continuation of Confidentiality. Notwithstanding anything referenced herein to the contrary, the duty of confidentiality to which the parties hereto are bound, shall continue in full force and effect for three (3) years after any termination of this Agreement.
- 2l. Authorized signatures acknowledging acceptance of the terms and conditions of this User Agreement and Fee Schedule are set forth at the end of the Fee Schedule.

Exhibit A - Application & Fee Schedule

Company Information

Business Name		Federal ID Number	Web Site Address	
Address		City	State	Zip
Main Contact	Title	Phone Number	Email Address	

Bill to Information (if different)

Billing Contact		Title	Phone Number	Email Address	
Address		City	State	Zip	

ACH Information (Automatic Electronic Payment)

Bank Name			ABA # (attach copy of check)		
Street Address		City	State	Zip	Phone Number
Name on Account			Account #		

Credit Card Information

Credit Card Type ? Visa ? MasterCard ? American Express ? Discover		Card Number	Expiration Date		
Name as it Appears on Card					
Street Address		City	State	Zip	Phone Number

Initial Fees

Item	Price	elec
DataFax User Subscription Fee	\$99.00 – <i>One Time Fee</i>	x
ComplyTraq Site Survey & Credential Verification Fee (Nonrefundable) *	\$129.00	x
Total Initial Fees	\$228.00	

* Credentiaing includes full Company and Principal background checks.

Credit Bureau Product Fees

Please indicate your intended use of Credit Bureau information from DataFax (check all that apply). If you do not see a product that your require, please contact our sales help desk and we will supply pricing.

Equifax			
x	Item	Bill On	Price
x	Credit Profile with Score	Hit / No-	\$ 9.95
x	Joint Report	Hit / No-	\$ 13.95
	Persona	Hit / No-	\$ 11.00
	DTEC	Hit / No-	\$ 8.50
	SafeScan	Hit / No-	\$ 0.75
	Finders	Hit / No-	\$ 6.00
	Canadian Reports	Hit / No-	\$ 15.00

Trans Union			
x	Item	Bill On	Price
x	Credit Profile with Score	Hit / No-	\$ 9.95
x	Joint Report	Hit / No-	\$ 13.95
	Employment Credit Report	Hit / No-	\$ 12.00
	SSN Search	Hit / No-	\$ 4.50
	ID Search	Hit / No-	\$ 5.50
	Fraud Alert	Hit / No-	\$ 1.00
	Creditor Contact Information	Hit	\$ 1.50
	Credit Summary	Hit	\$ 0.75

Experian			
x	Item	Bill On	Price
x	Credit Profile with Score	Hit / No-	\$ 9.95
x	Joint Report	Hit / No-	\$ 13.95
	Employment Insight	Hit / No-	\$ 11.00
	Social Search	Hit / No-	\$ 4.50
	Address Update	Hit / No-	\$ 5.50
	Collection Report	Hit / No-	\$ 5.50
	Fraud Shield	No-Hit	\$ 0.99
	Fraud Shield	Hit	\$ 3.99
	Facs / Facs Plus	Hit / No-	\$ 0.75
	Direct Check	Hit	\$ 0.99
	Decode	Hit	\$ 0.75
	Profile Summary	Hit	\$ 0.75

Dun & Bradstreet			
x	Item	Bill On	Price
x	Business Information Repoort	Hit	\$ 125.00
	Business Background Report	Hit	\$ 49.00
	Credit Scoring Report	Hit	\$ 79.00
	Comprehensive Report	Hit	\$ 149.50
	Pavment Analysis Report	Hit	\$ 95.50
	Supplier Evaluation Report	Hit	\$ 134.00

Experian Business			
x	Item	Bill On	Price
x	Business Profile	Hit	\$ 41.00
	Business Profile Summarv	Hit	\$ 13.50
	Business Owner Profile	Hit	\$ 19.50
	Commercial Intelliscore	Hit	\$ 19.00
	Small Business Intelliscore	Hit	\$ 26.00
	Commercial Lease Decision Score	Hit	\$ 25.50
	Small Business Lease Decision Score	Hit	\$ 32.50
	UCC Search	Hit	\$ 28.50

Additional Data Sources

Item	Bill On	Price
People Search Report	Hit	\$3.00
Trace Detail	Hit / No-	\$5.49
Reverse Phone Lookup	Hit	\$0.25
2 Credit Bureau Header Search	Hit / No-	\$2.79
Super Phone	Hit / No-	\$0.99
Verify Express	Hit / No-	\$0.35
Phone Search	Hit / No-	\$0.25
OFAC / Patriot Act Search	Hit / No-	\$1.00
ID Verification	Hit / No-	\$1.59
SSN Validation	Hit / No-	\$0.99
Criminal State or National Report	Hit / No-	\$12.00
Rapsheets Criminal	Hit / No-	\$12.00
US State & National Criminal Report	Hit / No-	\$12.00
US MultiState Sex Offender	Hit / No-	\$8.25
Nationwide Federal Criminal	Hit / No-	\$19.99
Evictions, Suits, Liens & Judgments	Hit	\$9.00
Evictions, Suits, Liens & Judgment	No-Hit	\$7.00
Evictions Search	Hit	\$9.00
Evictions Search	No-Hit	\$7.00
Business Search/Report	Hit	\$5.99
Property Search - Deed or Assessor	Hit	\$6.99
Property Report - Deed or Assessor	Hit	\$6.99
Secretary of State Filings Search	Hit	\$2.99
UCC Search & Report	Hit	\$5.99
Bankruptcies Search	Hit / No-	\$5.49
Bankruptcies, Liens and Judgments	Hit / No-	\$5.99
eFunds – Debit Report Credit Issuance	Hit / No-	\$9.00
eFunds – Debit Report Collections	Hit / No-	\$9.00
eFunds – Check Systems **	Hit / No-	\$7.00

** Transaction Fees do not include credit bureau data and User is still responsible for their relationship with the credit bureau or Credco.

Manual Criminal Searches

Item	Base Price	Court Costs
Civil High Court (County Search)	\$19.00	\$5 - \$16
Felony and Misdemeanor (County)	\$12.00	\$5 - \$52
Criminal State Search (State Search)	\$17.00	\$6 - \$30
Dept of Corrections (State Search)	\$15.00	\$0

* Total cost per report would be Base Price + Court Cost.

Manual Verification Reports

Item	Pricing
Employment Verification	\$15.99/\$11.95
Education Verification	\$15.99/\$11.95
Bank Verification	\$10.45/\$7.00
Trade Verification	\$10.45/\$7.00

* Costs listed are per verification and First / Additional where the price to the left is the cost for the first verification and the price to the right is the cost of each additional verification on the application.

Additional Modules

Item	Pricing
Decision Table Price per Decision	\$1.00
Adverse Action Letters Price per Letter or Email (includes printing locally, fax or email)	\$0.20
Automated Mailing of Letters ** (includes printing, folding, envelope stuffing and placement in mail)*	\$0.69
Application Verification Verify Application Data	\$0.25
Auto Populate Application	\$0.25
Death Master File	FREE
Social Security Number Validation	FREE
Auto Populate Zip Code	FREE
MicroMerge Price per Bureau in Merge	\$0.75
Create / Merge a Report Price per Merge	\$0.75

Payment Schedule

Fee	Due
Initial Fees	Payable upon User Agreement signing.
Annual Renewal Fees	Billed annually and payable on each anniversary of the Effective Date.
DataFax Product Fees	Billed monthly and payable upon receipt.
Credit Bureau Product Fees	Billed monthly and payable upon receipt.

Additional Conditions

1. User agrees to pay a monthly minimum of \$39.95.
2. User agrees to pay an annual renewal fee \$25.00.
3. Credit Bureau Product requests that result in a "Hit" or a "No-Hit" will be assessed a Credit Bureau Product Fee unless otherwise indicated. Add-on Products will only be charged with "Hits."
4. State specific mandated costs or surcharges will be added to fees as applicable.
5. Each User remittance returned unpaid will be assessed a \$30 fee, payable along with replacement funds by ACH or Credit Card or within 5 business days after receipt of written notice, by Certified Check.

Document Approval

DataFax and User certify that the terms on this and the prior pages have been read and that the undersigned agree to the terms of the User Agreement and Fee Schedule as written on behalf of his or her organization or business and represents that he / she is authorized to execute on behalf of the party so indicated.

DataFax and User acknowledge that the User Agreement and Fee Schedule may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, with facsimile signatures construed as valid and binding marks.

The User Agreement and Fee Schedule constitute the entire agreement between DataFax and User with regard to the subject matter contained herein and supersedes all other existing or contemporaneous agreements, writings, communications or understandings between the parties concerning such subject matter, whether written or oral. There are no warranties, representations or agreements of the parties with respect to the subject matter of the User Agreement and Fee Schedule, other than those therein and herein.

IN WITNESS WHEREOF, DataFax and User have caused the User Agreement and Fee Schedule to be executed as of the Effective Date, by the undersigned duly authorized.

(User) _____

DataFax, Inc.

Signature

Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date



Application for Use of Consumer Reports

Application

Every field on this Application MUST be completed. If not applicable, you must write N/A. Failure to fully complete this Application in its entirety and return it along with the signed Certification (attached) will delay and/or deny your approval.

Company Information

Form with fields: Business Name (Hereafter Client), Street Address (Physical Address), City, State, Zip, SSN or Federal Id Number, Year Business was Established, Main Contact, Title, Work Phone Number

Principal Information

Form with fields: Principal Name, Title, Work Phone Number, Home Address, City/State/Zip, Home Phone Number, Drivers, Social Security Number

Business References

Form with three sets of fields: Business Reference (Name/Company/Title), Contact Number, Street Address, City, State, Zip

Bank Reference

Form with fields: Bank Reference (Name/Company/Title), Contact Number, Street Address, City, State, Zip

FCRA Information

Form with text: For the Purposes of the FCRA: Please describe your company's business (required), Please indicate your intended use of information (check all that apply):

- ? Related to transaction involving credit extension, account review or account collection with respect to subject consumer.
- ? Employment purpose (CLIENT WILL IDENTIFY TO THE PROVIDER EACH TIME A REPORT IS REQUESTED FOR THIS PURPOSE).
- ? Insurance underwriting (CLIENT WILL IDENTIFY TO THE PROVIDER EACH TIME A REPORT IS REQUESTED FOR THIS PURPOSE).
- ? Tenant screening.
- ? Related to a business transaction involving subject consumer. (CLIENT WILL IDENTIFY SPECIFIC BUSINESS PURPOSE EACH TIME A REQUEST IS MADE UNDER THIS CATEGORY, AND REPORT SAME TO THE PROVIDER AT POINT OF ACCESS).

Bona Fide Business Verification

One of the following must be attached. indicate which by checking the appropriate box:

? Copy of Business License (required)	? Articles of Incorporation	? Corporation verification with State or Federal government
? Sales tax records	? State and/or Federal tax records	

Each of the following must be attached:

? Advertising Material or Business Card	? Copy of Business Check	? Copy of Principal's Photo Id / Drivers License (if sole proprietorship, partnership, or corporation less than 1 yr)
? Copy of Current Business Phone Bill		

Do you lease your office ? Yes ? No If yes, you must provide the following:
 Copy of current Lease (must include Lease terms, the address page, the signature page and the landlord name and contact information)

Employment Screening Information

If you selected Employment Screening under FCRA you must provide the following:

- ? Employment Compliance Certification Form

Tenant Screening Attachment Information

If you selected Tenant Screening under FCRA you must provide three completed rental applications and one of the other

? Three completed rental applications	? Document filings in Landlord/Tenant Court	? Verify membership in local/regional/national Apartment Association
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Please provide name of complex

Are you an individual ? Yes ? No If yes, you must provide the following

? Copy of title	? Public records search of property	? County Assessor's office records
? Copy of property tax document	? Property insurance documents	

Mortgage Business Operating from Residence Support Information

Is your Mortgage business operating out of a residence? (NOT Unrestricted ? Yes ? No If yes, provide one of the

? Corporation verification by certificate of incorporation or framework with state or federal government	? Sole proprietorship/partnership verification by business license from county or state government or fictitious name application
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Compliance Assurances

Client agrees, acknowledges and warrants, as a user / distributor of various credit related products and services, (the "Reports") that as applicable:

1. It shall and it shall cause its customers ("Customers") to abide by and accept responsibility for accessing, processing and using the Reports in accordance with the Fair Credit Reporting Act (FCRA) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act), the Gramm-Leach-Bliley Act of 1999 (GLB Act), the Driver Privacy Protection Act (DPPA), the laws of the applicable state issuing Motor Vehicle Records (MVRs), and with the requirements of the credit bureaus and database providers providing access to the Reports, as well as all other applicable local, state and federal laws governing access to the Reports; and

2. It shall and it shall cause its Customers to obtain a proper release and authorization from each job applicant and credit application from each credit applicant prior to requesting a Report on that applicant; and
3. Prior to requesting each consumer report, Client shall and cause its Customer to identify the end user of the consumer report, certify each permissible purpose for which the consumer report will be used and certify that the consumer report will be used for no other purpose, as defined by Section 607 of the FCRA; and
4. Compliance and keeping up to date with new requirements or laws is the responsibility of Client and Customers; and
5. Client understands and shall cause Customers to understand that a log must be maintained on consumer report information, with transaction details, for a minimum of thirty-six (36) months; and
6. Client agrees and shall cause Customers to agree that it will secure consumer reports on individuals solely for its use in credit, collection, underwriting or employment transactions between itself and the individual to whom information refers and/or for such other "permissible purposes" related to a business transaction as are defined by the FCRA and that it will neither request nor use any such information for any other purpose; and
7. Client further agrees and shall cause Customers to take all reasonable precautions to ensure that the Reports and consumer report information on individuals will be held in strict confidence, disclosed only to those of its employees whose duties reasonably relate to the legitimate business purpose for which the information was requested and not disclosed to any other person in whole or in part unless required by valid subpoena or court order; and
8. Consumer questions or comments regarding Reports shall be provided to the CRA providing same, with the CRA's name, address and telephone number provided to any consumer that is the subject of the disputed Report; and
9. It is understood that an independent third party "Site Survey" of Client and or Customer's business location may be necessary prior to accessing consumer reports, for which a fee will be assessed. As part of the investigation, credentialing and processing of this Application, Client and its below authorized representative understands, consents and authorizes by signature below in accordance with the FCRA, that a criminal and or consumer credit report from a database Repository, Credit Bureau or Consumer Credit Reporting Agency, as applicable, may be obtained on the authorized individual signing below, to determine background, credit worthiness, credit standing and credit capacity, as applicable to Client. The signature of Client's authorized representative acknowledging acceptance of the above terms and conditions is set forth at the end of the attached Certification.

Access Security Requirements

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer credit reports. In signing the Agreement for use of services, you agree to follow these measures.

1. You must protect your Account numbers and passwords so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of your passwords. Do not post the information in any manner within your facility.
2. System access software, whether developed by your company or purchased from a third party vendor, must have your account numbers and passwords "hidden" or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique logon password.
3. Do not discuss your account numbers and passwords by telephone with any unknown caller, even if the caller claims to be an employee of the Credit Bureaus.
4. Restrict the ability to obtain credit information to a few key personnel.
5. Point of sale customers utilizing the drivers license scanning product must make consumers aware via posters and obtain written consent that drivers license data is being collected and such will be used for fraud prevention and transaction dispute resolution and will not be used for marketing.
6. Place all terminal devices used to obtain credit information in a secure location within your facility. You should secure these devices so that unauthorized persons cannot access them.
7. After normal business hours, be sure to turn off and lock all devices or systems used to obtain credit information.
8. Secure hard copies and electronic files of consumer reports within your facility so that unauthorized persons cannot access them.
9. Shred or destroy all hard copy consumer reports when no longer needed.

10. Erase or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
11. Make all employees aware that your company can access credit information only for the permissible purposes listed in the Permissible Purpose Information section of your membership application. Your employees may not access their own report or the report of a family member or friend if your company does not have permissible purpose.

Record Retention: *It is important that you keep credit applications for a reasonable period of time. This will help to facilitate the investigative process if a consumer claims that your company inappropriately accessed their credit report. (Note: Your contract and some Repositories and/or Bureaus require 36 months, some require 60 months and The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 25 months.)*

“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 \$2,500.00 per violation.”

Permissible Purpose Guidelines

Section 604 of the Federal Fair Credit Reporting Act (“FCRA” – 15 U.S.C. § 1681 et seq.) sets forth the permissible purposes for obtaining consumer information from a credit-reporting agency. We have chosen to be more restrictive than the act and limit disclosure only to those customers which:

- a. Intend to use the information in connection with a credit transaction involving the consumer on whom the information is being furnished, or
- b. Intend to use the information for employment purposes, or
- c. Intend to use the information in connection with the underwriting of insurance, or
- d. Intend to use the information in connection with a collection, or
- e. Intend to use the information in connection with a transaction initiated by the consumer, or
- f. Intend to use the information in connection with the written consent of the consumer, or
- g. Intend to use the information in connection with government licensing.

If your product lines are for different permissible purposes as listed above, a separate intended use must be identified each time for each type. If you intend to use a consumer report for employment purposes, you must inform us of the intent and complete the appropriate documents to receive the proper inquiry coding required for employment reporting. If you are contacted by us or a consumer whose consumer information you have accessed, you *must* provide us or the consumer with the name and address of the person to whom the report was sold.

Exception List

Notwithstanding the above, we have identified certain types of companies, to which we will not sell consumer credit information:

- Credit Repair companies.
- Investigative companies (i.e., private investigators), unless an individual certification of permissible purpose is provided each time a report is requested.
- Attorneys (other than attorneys whose sole and exclusive practice is collections).
- News agencies or journalists, except for employment purposes or the review of a subscriber’s credit, provided an individual certification of permissible purpose is provided each time a report is requested.
- Any company or individual that is known to have been involved in credit fraud or other unethical business practices.
- Any other company which is not reputable or identified by a credit bureau or other repository as restricted.

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	Responsibility of Furnishers of Information to Consumer Reporting Agencies

Each of these sections is of direct consequence to users whom 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 initiated by the subject of the report such as tenant screening, 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 laws 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 and state statues and regulations in the locale you operate.

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

FACT Act Summary & Notices

Following a public comment period, the Federal Trade Commission has issued final summaries of identity theft and general consumer rights and revised furnisher and user notices under the Fair Credit Reporting Act (FCRA) and the Fair and Accurate Credit Transactions Act of 2003 (FACTA). Consumer reporting companies are required to notify consumers of their rights under FACTA and steps they can take to protect themselves against identity theft and difficulties resulting from identity theft.

The identity theft rights summary includes the major new identity theft rights granted to consumers by FACTA, including the right to place fraud alerts on their credit reports, to block businesses and credit bureaus from reporting information in their credit files that is a result of identity theft, and to obtain from businesses information about accounts or transactions in their name that result from identity theft. The identity theft rights summary will be provided by consumer reporting companies to consumers who contact the agencies because they believe they are victims of fraud or identity theft.

The general consumer rights summary includes, among other things, consumers' right to see their credit files and know when they have been used against them, to correct inaccuracies, and to opt-out of unsolicited offers. The summary also notes that, in addition to identity theft victims, active duty military personnel have additional rights under the FCRA and FACTA. This general summary of rights updates the current summary, which credit reporting companies provide to consumers with their credit reports. The furnisher and user notices explain to businesses their duties under the FCRA.

The FTC received 50 comments from individuals, businesses, and associations. In response to these comments, the Commission has made some changes to the proposed summaries and notices it issued in July 2004, including: (1) the addition of a Spanish-language statement at the top of the summary of rights indicating where Spanish-speaking consumers may go to obtain more information in Spanish; (2) clarification that a consumer must contact the nationwide consumer reporting companies to request that a fraud alert be placed on his or her credit file, and that the initial alert remains in a consumer's file for at least 90 days; and (3) clarification that a consumer may request that a consumer reporting company block any information, not just account information, in the consumer's file if the information is the result of identity theft.

The FTC vote to approve the final rule and the publication of the Federal Register notice was 5-0.

To view the summary and notices, please click below or visit our website or contact us to request copies.

FCRA: <http://www.ftc.gov/os/statutes/031224fcra.pdf>

GLBA: <http://www.ftc.gov/privacy/glbact/glboutline.pdf>

DPPA: <http://www.nydmv.state.ny.us/forms/mv15dppa.pdf>

ADA: <http://www.sba.gov/ada/smbusgd.pdf>

Summaries of Rights and Notices of Duties Under the FCRA and FACT Act: Publication of Final Guidance on Model Disclosures: <http://www.ftc.gov/os/2004/11/041119facta.pdf>

Appendix E: Summary of Consumer Identity Theft Rights: Remediating the Effects of Identity Theft: <http://www.ftc.gov/os/2004/11/041119factaappe.pdf>

Appendix F: Summary of Consumer Rights Under the FCRA:

<http://www.ftc.gov/os/2004/11/041119factaappf.pdf>

Appendix G: Notice to Furnishers of Information: Obligations of Furnishers Under the FCRA:

<http://www.ftc.gov/os/2004/11/041119factaappg.pdf>

Appendix H: Notice to Users of Consumer Reports: Obligations of Users Under the FCRA:

<http://www.ftc.gov/os/2004/11/041119factaapph.pdf>

Employment Screening Requirements

If your business intends to sell credit reports and information for employment screening purposes, please read this notice carefully.

Certain bureau products (Experian's Employment Insight, Equifax's Persona Report) may be sold to members who access credit reports and information for employment purposes. These reports differ from the consumer credit profile by suppressing information that is not applicable to an employment decision or may inadvertently violate an equal opportunity law. Suppressed information includes account numbers, year of birth and spouse references. Such bureau products also notify applicants that their file was accessed if it contains derogatory public record information, such as bankruptcies, liens and judgments. Additionally, inquiries only display on the report provided to the applicant. They do not display on the report provided to a potential employer.

The Consumer Credit Reporting Reform Act of 1996 added to the Fair Credit Reporting Act ("FCRA") a new section 604 (b), governing the use of consumer reports (and other data, including, but not limited to, motor vehicle, criminal and eviction data) for employment purposes. This membership packet includes the necessary documents to comply with the new law and to implement appropriate internal procedures.

Brief overview of Section 604 (b) of the amended FCRA:

The FCRA essentially mandates four conditions on credit reports for employment purposes:

1. Before pulling a credit report, the end user must provide a "clear and conspicuous" written disclosure to the consumer in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes, and obtain a written authorization from the consumer to pull his or her credit report;
2. Before taking any adverse actions based in whole or in part on the credit report, the end user must provide the consumer a copy of the report, and a written summary of the consumer's rights as prescribed by the FCRA;
3. The end user must certify to the credit reporting agency/reseller that in addition to complying with #1 and #2 above, the report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation; and
4. Consumer reporting agency must provide with the credit report a Summary of Consumers Rights.

This notice is not intended to provide you with legal advice regarding the Consumer Credit Reporting Reform Act of 1996 but rather represents an interpretation of the changes mandated by the Act. Please consult your legal counsel for verification of and more detailed information regarding the Consumer Credit Reporting Reform Act of 1996.

Employment Compliance Certification

In compliance with the Federal Fair Credit Reporting Act as amended by the Consumer Credit Reporting Reform Act of 1996 (the "Act"), the company whose signature is affixed to the Checklist ("End User") hereby certifies to Consumer Reporting Agency that it will comply with the following provisions:

1. End User will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes (an Employment Insight Report):
 - a) A clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
 - b) The consumer has authorized in writing the procurement of the report by the End User.
2. In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, the End User shall provide to the consumer to whom the report relates:
 - a) A copy of the report; and
 - b) A description in writing of the rights of the consumer under the Act, a copy of which entitled "Summary of Consumers Rights" can be downloaded from www.ComplyTraq.com/ConsumerRights or can be supplied upon request.
3. The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

The requirements herein shall not apply if the report is provided to the employer in connection with suspected misconduct related to employment, or in compliance with federal, state or local laws and regulations, the rules of a self-regulatory organization (as defined in the Sarbanes-Oxley Act of 2002), it is not obtained for the determining the individual's credit worthiness and it is only provided to the employer, a federal agency, a self regulatory organization or as required by law.

The signature of Client's authorized representative acknowledging acceptance of the above terms and conditions is set forth at the end of the attached Certification.

Certification

Client has selected to utilize certain consumer credit products that are governed by the FCRA and Credit Bureau / Repository guidelines. Therefore, Client must read all above sections and certify below that Client is and will remain in compliance. For questions please call: 1-800-884-4747 ext. 4416. The signed Certification, along with the fully completed Application, must be sent in their entirety to: ComplyTraq, Attn: Addendum Administration Dept., Fax: 408-549-8830.

By initialing next to each item to verify compliance, Client certifies that:

It has read and accurately and fully completed the **Application** section

- Complete all appropriate sections. Be sure to include principal information.
- Include a minimum of three business references and one bank reference.
- Read each item listed in the FCRA section and initial choice of use and permissible purpose.
- Select and attach one of the items listed in the Bona Fide Business Verification Section. Also attach a copy of a voided business check, a copy of photo id and advertising material or business card.
- Tenant Screening companies must attach three completed rental applications along with one of the other items listed. If an individual landlord, provide one of the items listed along with a photo id.
- If operating out of a residence (other than individual landlords), provide one of the items listed.

It has read, is and will remain in compliance with the **Compliance Assurances** section

It has read, is and will remain in compliance with the **Access Security Requirements** section

It has read, is and will remain in compliance with the **Permissible Purpose Guidelines** section

It has read, is and will remain in compliance with the **FCRA Requirements** section

It has read, is and will remain in compliance with the **Fact Act Summary & Notices** section

It has read, is and will remain in compliance with the **Employment Screening Requirements** section

It has read, is and will remain in compliance with the **Employment Compliance Certification** section

It has read, is and will remain in compliance with the **Summary of Consumers Rights** section

Client certifies that the terms on this and the prior pages have been read, the information is accurate and that the undersigned agrees to all of the above terms and conditions as written on behalf of Client and represents that he / she is authorized to execute on behalf of Client and that facsimile signatures shall be construed as valid and binding marks..

Company Name

Signature

Name Typed or Printed

Title

Date