

Please fill out the 10 pages Subscriber Application and mail back the Following:

- 1. The Original Subscriber Application. (All 10 pages)**
- 2. A copy of your Driver License. (From the person who signs the Service Agreement).**
- 3. A copy of your Broker's License or Sale's License.**
- 4. Two company business cards**
- 5. A copy of City Business License OR Fictitious Business Name**
- 6. One time \$100 set up fee non refundable**

SUBSCRIBER APPLICATION AND SERVICE AGREEMENT

PLEASE PRINT OR TYPE ALL INFORMATION REQUESTED. ALLOW 3 DAYS FOR APPROVAL.

Company Name: _____
 Business Specialization: _____ Yrs. in Business: _____
 Business Address: _____ City: _____ State: _____ Zip: _____
 Mailing Address: _____
 Telephone: _____ / _____ Fax: _____ / _____ Contact Name: _____
 Cell Phone# _____ / _____ / Email Address _____
 Type of Business: Sole Proprietor Partnership Corporation/State of: _____

Principal(s) of Company:

Name: _____ Title: _____ Social Security # _____
 Home address _____

Name: _____ Title: _____ Social Security # _____
 Home Address _____

BANKING INFORMATION:

Financial Institution: _____
 Branch Address: _____
 Branch Telephone #: _____ / _____ Contact Name: _____
 Type of Account(s): _____
 Account Number(s): _____

BUSINESS CREDIT REFERENCES:

Name of Creditor	Telephone Number	Account Number(s)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

I certify that I am authorized to execute this Subscriber Application and Service Agreement on behalf of the company listed above. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Subscriber Service Agreement on the reverse side. My signature also authorizes the above listed references to release the company's financial and credit information.

Signed by: _____ Date: _____

Print Name: _____ Title: _____

Subscriber Service Agreement on reverse side

This section for FMCS use only:

Mktg. Rep: _____
 Customer Service Rep: _____
 RMCR Price \$ _____ Business Report Price \$ _____
 ONE BUREAU (INDIVIDUAL) \$ _____ ONE BUREAU (JOINT)\$ _____
 PRE-Q (3 BUREAUS) \$ _____ CONVERSIONS\$ _____

FMCS

DATE

FMCS SERVICE AGREEMENT

This Agreement is entered into between First Meridian Credit Service (FMCS), and the entity first set forth on the reverse hereof (“Subscriber”) in the City of El Monte and county of Los Angeles, State of California. Agreed to terms and conditions as follows:

SERVICE FMCS provides nationwide credit profiles and public record information, document retrieval and related services (“Services”) using its databases and information obtained from third parties (“Third Parties”) including Equifax, Experian and Trans Union. Subscriber hereby subscribes to Services for use as a factor in making its business decisions and agrees to pay to FMCS the applicable rates and charges therefor set forth by FMCS (which is subject to change).

PERFORMANCE FMCS will use its best efforts to furnish Subscriber accurate and reliable information and Services, but because FMCS must rely on varied sources for its data and information, FMCS does not guarantee the correctness or completeness of such information and will not be liable or responsible to Subscriber, its customers, users or subscribers for any inaccurate or incomplete information. Subscriber accepts all information AS IS.

SUBSCRIBER USE LIMITATION Subscriber hereby certifies and agrees that it will access and use information and Services received from FMCS solely in strict conformity with the Federal and State Fair Credit Reporting Act and other applicable laws. Subscriber shall at no time represent that it is the authorized agent or representative of FMCS or any Third Party. Subscriber will keep all reports, whether oral or written, strictly confidential: and except as required by law, reveal no information from reports to the person reported on or to any other person except a person whose duty requires him to participate in the decision for the transaction for which the report was ordered. Subscriber certifies that inquiries/credit report information will be used for _____ purpose only. Subscriber also certifies that subscriber is the End User and will not further resell the credit reports.

INDEMNIFICATION Subscriber hereby agrees to protect, indemnify, defend and hold harmless FMCS and all Third Parties including Equifax, Experian, and Trans Union from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys’ fees) arising from or in any way related to use of information by Subscriber (Or any third party receiving such information from or through Subscriber) furnished by or through FMCS. Provision hereof related to release of claims, indemnification, use of information and data, payment or Services and disclaimer of warranties shall survive any termination of the Agreement. If any action at law or in equity or any arbitration proceeding is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. This agreement shall be governed by the laws of the State of California. Any disputes under this agreement shall be determined by the court of Los Angeles county, California.

TERM OF CONTRACT It is mutually agreed by the parties that this agreement shall remain in full force and effect without a fixed date of termination, but may be terminated by either party without cause at any time without prior notice of such cancellation in the event of a breach of the agreement.

PAYMENT AND FEES Payment by Subscriber is due and payable ten (10) days from the date of invoice. If payments are past due more than 25 days, a finance charge of 1 1/2% per month shall be charged and added to Subscriber’s obligation. In the event FMCS deems it prudent to place for collection any amount due under this agreement, in addition to the principal amount due, interest, and late charge, FMCS shall be entitled to costs of collection including a reasonable attorney’s fee.

SUBSCRIBER CREDIT INFORMATION By executing this Agreement, Subscriber acknowledges and agrees that its consumer credit reports may be requested by FMCS in accordance with the Federal Fair Credit Reporting Act from one or more consumer reporting agencies in connection with this application. Subsequent consumer credit reports may be required or used by FMCS in connection with any update, renewal or extension of credit to Subscriber.

By signing below I am giving FMCS personal guarantee of all debt incurred by _____ Failure to pay will result in reporting to the department of real estate and any legal action deemed necessary to receive payment.

First Meridian Credit Services

Subscriber (Company): _____

Sign By: _____

Sign By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SERVICE AGREEMENT

This agreement is by and between FIRST MERIDIAN CREDIT SERVICES hereinafter referred as FMCS and _____ hereinafter referred as SUBSCRIBER.

FMCS is not responsible for any loss, damages and cost arising from pulling a credit report without a valid authorization of the party or parties for whom credit report is pulled. It is SUBSCRIBER's responsibility to obtain a valid authorization of party/parties for whom credit report is pulled. SUBSCRIBER hereby agrees to protect, indemnify, defend and hold FMCS and all Third Parties from and against any and all costs, claims, demands, damages, losses and liabilities including actual attorneys' fees arising from or in any way related to use of information by SUBSCRIBER (Or any third party receiving such information from or through Subscriber) furnished by or through FMCS. Provision hereof related to released of claims, indemnification, use of information and data, payment or Services and disclaimer of warranties shall survive any termination of the Agreement. If any action at law or in equity or any arbitration proceeding is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. This agreement shall be governed by the laws of the State Of California. Any disputes under this agreement shall be determined by the court of Los Angeles County, California. The SUBSCRIBER also understand and agrees that subscriber is solely responsible for the credit report pulled from subscriber's office under subscriber's name, and subscriber is to make sure that correct information is used to pull credit report because any use will result in a billing to SUBSCRIBER.

FIRST MERIDIAN CREDIT SERVICES

SUBSCRIBER (COMPANY) _____

Sign By _____

Sign By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

**EXHIBIT A TO RESELLER SERVICE AGREEMENT
(Required Terms for Reseller Agreement for Consumer Reports
Between Reseller and its Customer)**

1. Reseller has an access to consumer reports from one or more consumer credit reporting agencies.
2. Subscriber is a _____ and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) as Amended by the Consumer Credit Reporting Act of 1996, hereinafter called "FCRA" The Subscriber certifies their permissible purpose as:

In connection with a credit transaction involving the consumer of whom the information is to be furnished and involving the extension of credit to, or review or collection of an collection of an account of the consumer; or
 - In connection with underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purpose, or in connection with an insurance claim where written permission of the consumer has been obtained; or
 - In connection with a tenant screen application involving the consumer; or
 - In accordance with the written instructions of the consumer; or
 - For a legitimate business need in connection with a business transaction that is initiated by the consumer; or
 - As a potential investor, service or current insurer of current in connection with a valuation of, or assessment of the credit or prepayment risks.
3. Subscriber certifies that it will request consumer reports pursuant to procedures prescribed by Reseller from time to time only for the permissible purpose certified above, and will use the reports obtained for no other purpose.
4. Subscriber will maintain copies of all written authorization for a minimum of three (3) years from the date of inquiry.
5. **THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FORM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.**
6. Subscriber shall use each consumer report only for a one-time use and shall hold the report in strict confidence, and not to disclosure it to any third parties; provided, however, that Subscriber 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 explicitly authorized in this Agreement or in a separate agreement, between Reseller and Subscriber, for scores obtained from Trans Union LLC, or as explicitly otherwise authorized in advance and in writing by Trans Union LLC through Reseller, Subscriber shall not disclose to consumer of any third party, any nor all such scores provided under this Agreement, unless clearly required by law.
7. With just cause, such as discontinue serving the Subscriber and cancel Agreement immediately.

SUBSCRIBER

EXHIBIT D TO RESELLER SERVICE AGREEMENT

(Required Steps for Reseller to Verify the Identify of its Customer)

1. The actions taken to verify the type of customer will be notated on either the Subscriber Agreement or separate documentation within the membership file that will be maintained with the Subscriber Agreement. Records which document the investigation, and the Subscriber Agreement, must be retained as long as the customer continues to maintain access and for three (3) years thereafter. Those records (or copies thereof) must be made available to appropriate First Meridian Credit Services on request.
2. Confirm that the stated permissible purpose for obtaining consumer reports is compatible with the type of business conducted by the potential customer.
3. Conduct a physical inspection of the company's premises to assure that it is a legitimate business facility (not a residence) and that the furnishings, etc. are commensurate with the size and purported type of business, and in order to determine if it is an Unauthorized User. Documentation must be maintained demonstrating when and by whom the physical inspection was conducted and describing the company's premises.
4. Confirm that advertisement or signs are compatible with purported business.
5. Verify that the company has a business checking account and that the account balance is compatible with the size and nature of the company.
6. Verify business references to ensure that the potential customer has clientele, which would support the stated business.
7. Verify business phone numbers by checking the phone directory or other phone records.
8. Check the yellow pages listings for the area where the customer is located to see if the prospective customer is listed under any of the categories identified previously as Unauthorized Users. If Reseller does not have access to the yellow pages listings for that area, Reseller may, instead, use an Internet Yellow Pages listing.
9. Check the Internet to ermine if the prospective customer has a web page. If the prospective customer does have a web page, view the page to verify that the information on the web page is compatible with purported business, that the prospective customer is not an Unauthorized User, and that the prospective customer is a legitimate business.

SUBSCRIBER

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

Signature: _____

Title: _____

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 have included a copy of the FCRA with your membership kit. We suggest that you and your employees become familiar with the following sections in particular:

- § 604. Permissible Purposes of Reports
- § 607. Compliance Procedures
- § 615. Requirement on users of consumer reports
- § 616. Civil liability for willful noncompliance
- § 617. Civil liability for negligent noncompliance
- § 619. Obtaining information under false pretenses
- § 621. Administrative Enforcement
- § 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies

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.

Signature/Title

Date

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 accessing consumer credit services, you agree to follow these measures.

1. You must protect your account number and password so that only key personnel employed by your company know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post this information in any manner within your facility. If a person who knows the password leaves your company or no longer needs to have it due to a change in duties, the password should be changed immediately.
2. System access software, whether developed by your company or purchased from a third party vendor, must have your account number and password "hidden" or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, your password should be changed immediately.
3. Do not discuss your account number and password by telephone with any unknown caller, even if the caller claims to be an employee of your credit provider.
4. Restrict the ability to obtain credit information to a few key personnel.
5. 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 easily access them.
6. After normal business hours, be sure to turn off and lock all devices or systems used to obtain credit information.
7. Secure hard copies and electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.
8. Shred or destroy all hard copy consumer reports when no longer needed.
9. Erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
10. 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. You or your employees may not access their own reports. Nor should you or your employees access the report of a family member or friend unless it is in connection with a credit transaction or for some other permissible purpose.

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 repositories require 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 consumer complaint that your company impermissibly accessed their credit report, the repositories 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."

I agree to implement and adhere to the above controls.

Date

Signature

Company Name

Print Name / Title

BUREAU SCORING SERVICES

1. Subscriber hereby requests that First Meridian Credit Services process the credit reports it purchases during the term hereof with credit scores on all requests. First Meridian Credit Services will identify on the credit reports the source of the score and the type of score model.
2. A statistical credit score evaluates the credit history on an individual consumer in a given bureau's database and provides a score, which rank orders the consumer with respect to likely credit performance.
3. The organizations that created the credit scores have warranted that the scores are empirically derived and statistically sound and that no scoring algorithm used to create the scores uses a "prohibited basis" as each of these terms have been defined in the Equal Credit Opportunity Act and Regulation B ("Reg. B"). Scores may appear on a credit report for convenience only, but are not a part of the credit report, nor do they add to the information in the report on which it is based. In addition to the score, First Meridian Credit Services can provide up to four (4) factors from the credit report, which most significantly influenced the score.
4. Unless otherwise noted, the following risk model scores will be ordered with each report.
Experian Fair/Isaac Equifax Beacon Trans Union Classic 04
5. Requires for reselling the Experian Fair/Isaac Score are as follows: (i) 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. (ii) 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; (iii) 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. (iv) Notwithstanding any contrary provision of this End User Agreement, End User may disclose the Scores provided to 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. (v) A requirement that each End User comply with all applicable laws and regulations in using the Scores and reason codes purchased from Broker; (vi) 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 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. (vii) 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.
6. Subscriber recognizes that factors other than credit scores must be considered in making a mortgage credit decision, including the credit report, the individual credit application and economic factors. The factors that are provided by First Meridian Credit Services as significantly contributing to the score may be disclosed to consumers as the reasons for taking adverse action, as required by Reg. B. However, the score itself is proprietary, and may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants, unless otherwise authorized by state law.
7. Subscriber shall be responsible for compliance with all laws and regulations to which it is subject; and, shall indemnify and hold First Meridian Credit Services and its affiliated companies, representatives and employees harmless from and against any and all liabilities, damages, losses, claims, costs and expenses (including attorney's fees) arising out of or related to Subscriber's use of the bureau-based credit scores.
8. Each party hereto shall be responsible for compliance with all laws and regulation to which it is subject.
9. Except for First Meridian Credit Services charges for its services, this Agreement states the entire understanding of the parties as to bureau-based credit scoring supersedes all prior correspondence, documentation or representations and may not be amended except by written agreement signed by both parties.

First Meridian Credit Services

Subscriber (Company): _____

Sign By: _____

Sign By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CREDIT CARD AUTHORIZATION

I, THE UNDERSIGNED _____,

HEREBY AUTHORIZE FIRST MERIDIAN CREDIT SERVICES, TO CHARGE

MY CREDIT CARD: **VISA** **MC** **DISCOVER** **AMEX**

ACCOUNT# _ _ -

EXP. DATE: _____

ONE TIME ONLY FOR THE AMOUNT OF \$ _____.

FOR ALL FUTURE CREDIT REPORTS.

NAME: _____
(AS SHOWN ON CREDIT CARD)

ADDRESS: _____

IMMEDIATE CONTACT PHONE #: _____

CELL PHONE #: _____

CALIFORNIA DRIVER'S LICENSE #: _____

EXP. DATE: _____

SIGNATURE

DATE

*NOTE: _____

Please fax back with a copy of California Driver's license