

**CAL COAST CREDIT REPORTS**  
**1663 Mission Street, #603, San Francisco, CA 94103**  
**Phone (415) 252-2888 Fax (415) 252-2822**

Acct. Rep: JV

Date \_\_\_\_\_

Pages \_\_\_\_\_

Company \_\_\_\_\_

Phone \_\_\_\_\_

Attention \_\_\_\_\_

Fax \_\_\_\_\_

Cal Coast Rep. \_\_\_\_\_

**SIGN UP INSTRUCTIONS**

**Step 1**

**Fax back completed forms:**

- \_\_\_ Service Agreement
- \_\_\_ Personal Guarantee for Company
- \_\_\_ FCRA Requirements
- \_\_\_ Access Security Requirements
- \_\_\_ Permissible Purpose Addendum & Vermont Consent
- \_\_\_ Credit Scoring Agreement
- \_\_\_ Trade References
- \_\_\_ Letter of Intent (Must retype on your company letter head)

**Step 2**

**Please provide copies of the following:**

- \_\_\_ Broker's or Real Estate License
- \_\_\_ Business License or Corporation Documents
- \_\_\_ Copy of Business Check or Bank Statement
- \_\_\_ Copy of Phone Bill Under the Business
- \_\_\_ Drivers License or ID of Owner/Broker/Guarantor
- \_\_\_ Website Address \_\_\_\_\_

**Step 3**

**Physical Inspection (We will make arrangements for someone to come out).**

Before your company can access credit reports, an onsite inspection of your office must be conducted by a 3<sup>rd</sup> party vendor who has been approved by the credit bureaus. Moreover, if your business is in a residence, an annual inspection is required, for which you will incur an annual fee. The cost of the inspection is \$75 for Mortgage/Real Estate companies and \$150 for all other types of companies. The inspection fee is non-refundable. Please provide credit card information for payment:

**Credit Card # \_\_\_\_\_ Expire Date \_\_\_\_\_ Security Code \_\_\_\_\_**

**FAX BACK TO: (415) 252-2822**

## SERVICE AGREEMENT

**Account #** (For Cal Coast to complete): \_\_\_\_\_

**Date:** \_\_\_\_\_

The undersigned (hereinafter Client) hereby enter into an agreement with **Cal Coast Credit Reports** (hereinafter CCCR), for the purposes of obtaining credit reporting services. The following are the terms agreed upon:

1. As stated by **§ 604 of the Fair Credit Reporting Act** (<http://www.ftc.gov>), Client maintains that it will request credit reports only for a permissible purpose, and must obtain authorization from the consumer prior to pulling credit reports. Client will obtain consumer reports from CCCR only when the issued reports are to be used as a constituent of a legally valid business proceeding involving the consumer. Client affirms that Client is not a detective agency, bail bondsman, a law firm, a credit repair or counseling clinic, or a person that will not be the end-user of the credit reports. Client must be the end-user and may not resell credit information to third parties.

Please describe the **specific purpose** for which credit reports will be used:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

2. CCCR ensures that confidentiality will be upheld for all credit reports. Credit information from reports will only be released to CCCR employees whose responsibilities relate to the legitimate business purpose for which the credit report is requested.

3. Client agrees to have CCCR, Experian, Equifax, Trans Union, its officers, agents, and employees exempt from any and all claims, losses, and damages ensuing from the issuance of credit reports. Client recognized that credit information is secured by fallible human sources. Therefore, CCCR shall not be held liable for the accuracy of the issued reports.

4. Client acknowledges that credit scores are statistical and may not be predictive as to any particular individual, and that other factors must be considered in making credit decisions. Client agrees that it has made its own analysis of the statistical reliability and utility of using credit scores. Client agrees to limit the use of credit scores and credit data solely for its own business purpose with no right to transfer or sell such information to third parties. Client further agrees to maintain internal procedures to minimize the risk of unauthorized disclosure of credit information to third parties.

5. CREDIT REPORTS ARE PROVIDED "AS IS." CCCR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE, WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY CREDIT REPORT, AND CCCR EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. Client further agrees that it will not hold CCCR liable for any indirect, consequential, or special damages, or damages for loss of profits, whether incurred as a result of negligence or otherwise. The maximum liability of CCCR for damages in connection with providing credit services will not exceed the amount paid by Client for such services.

6. Client acknowledges receipt of the FCRA Requirements and the Access Security Requirements (attached herein), and agrees to comply with all requirements under the Fair Credit Reporting Act (FCRA) and applicable state laws in ordering and using credit reports. The FCRA provides that any person who knowingly or 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.

7. Client will implement strict security procedures designed to ensure that Client's employees or agents access and use credit information in accordance with this Agreement, and for no purpose other than as permitted by this Agreement. Furthermore, it is Client's responsibility to ensure that all its employees and agents are informed of the terms of this Agreement and the applicable laws, and are in compliance with them.

8. Client will notify CCCR immediately if there is reason to believe that a consumer's credit data has been compromised, or if the User ID or Password of Client's employee or agent might have been obtained by unauthorized

persons. Client or Guarantor is responsible for maintaining the confidentiality of his or her own ID and Password, and will be responsible for all reports and services requested under his or her own ID and Password.

9. Client will allow CCCR to perform any audits that are necessary to verify that Client is in compliance with this Agreement and the applicable laws. Moreover, Client agrees to promptly furnish any documentation that is requested by CCCR to facilitate the audit. In the event CCCR determines that Client is not in compliance with this Agreement or the applicable laws, or that Client is not cooperating with the audit, CCCR may terminate Clients account without notice. Client will remain responsible for the payment for all services rendered to Client by CCCR prior to termination.

10. The terms of payment are NET 15 DAYS from the date of the invoice. Account with an outstanding balance more than 30 days past due are subject to a late payment charge of \$20 per month, or 1.5% per month, whichever is greater. Returned checks are charged a fee of \$20 per month as well. Client agrees to pay all accrued interest on outstanding debts and costs of collection, including reasonable attorney's fees. Furthermore, Client understands the provisions of the Real Estate Settlement Procedures Act (RESPA), which prohibits the inclusion of credit reporting agencies in bankruptcy proceedings and that all funds collected by Client for said purpose of credit reports are to be held in trust for such purpose.

11. The terms of this Agreement shall continue indefinitely, subject to cancellation by either party upon thirty (30) days prior written notice. Moreover, CCCR has the right, without prior notice, to terminate Agreement in event of any federal or state law that affects the economic operation of CCCR, or for any violation by Client of any provision of Agreement.

12. The Client understands that this is the entire Agreement and can only be modified or terminated for any reason, in writing, by the agreement of the parties, unless otherwise provided in this Agreement. The Client hereby acknowledges receipt of this Agreement, and acknowledges that Client has read and understands the provisions of the FCRA, and has read and understands the attached FCRA and Access Security Requirements.

Years in business: \_\_\_\_\_ How long in this location: \_\_\_\_\_ Is this a home office: \_\_\_ Yes \_\_\_ No

Type of location your office is in: \_\_\_ Commercial \_\_\_ Residential \_\_\_ Industrial Other \_\_\_\_\_

Company's Website Address \_\_\_\_\_

\_\_\_\_\_  
Company Name Type of Business

\_\_\_\_\_  
List All Affiliated Companies, DBAs, or Branches

\_\_\_\_\_  
Physical Address (No P.O. Box) City State Zip

\_\_\_\_\_  
Mailing/Billing Address City State Zip

\_\_\_\_\_  
Phone Fax e-mail address

\_\_\_\_\_  
Name of Bank Business Account is Located Checking Account Number

X \_\_\_\_\_  
Name of Owner/Broker/Guarantor SSN

X \_\_\_\_\_  
Signature of Owner/Broker/Guarantor Date

\_\_\_\_\_  
Signature of Cal Coast Credit Representative Date

**PERSONAL GUARANTEE FOR COMPANY**

The undersigned (hereinafter Guarantor), in consideration of the execution of the Service Agreement between your company \_\_\_\_\_ (hereinafter Client) and **CAL COAST CREDIT REPORTS**, (hereinafter CCCR), hereby jointly and severally guarantee unconditionally to pay for any and all debts, obligations, and liabilities, including attorney fees and costs of collection, incurred by Client, arising out of the credit services provided to Client, including, but not limited to, Credit Reports, Rescores, Supplements, Ancillary Products, and all products and services requested by Client's employees and agents, even if fraudulently ordered, or unauthorized by Guarantor. Guarantor is ultimately responsible for all credit reports, services, and fees under Client's account, unless the employee or agent signs a separate Personal Guarantee for Agents, which we must have on file.

This is a continuing guarantee, and will apply to any modification or amendment of the Service Agreement. Guarantor hereby waives (a) Notice of acceptance of this guarantee; (b) Notice of renewal, extension, or amendment of the Service Agreement; (c) Any defenses against liability raised by Client.

This Personal Guarantee and the rights and obligations of the parties hereby shall be governed by and construed in accordance with California law. Guarantor hereby consents to jurisdiction by, and waives any objection to the exercise of jurisdiction by, the appropriate court in the County of San Francisco, State of California. In the event an action is brought to enforce performance of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs. Moreover, Guarantor authorizes CCCR to obtain a credit report on Guarantor prior to approval of account or for collection purposes.

By signing at the bottom, I acknowledge that I have read and understand the above terms and conditions and hereby agree to be bound by them.

Name of Company \_\_\_\_\_

Name of Guarantor \_\_\_\_\_

Social Security # \_\_\_\_\_

Home Address (No PO Box) \_\_\_\_\_

\_\_\_\_\_

Home Phone \_\_\_\_\_ Fax \_\_\_\_\_

Alternative Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Signature of Guarantor \_\_\_\_\_

Date \_\_\_\_\_

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Phone (415) 252-2888 Fax (415) 252-2822

## FCRA REQUIREMENTS

### Federal Fair Credit Reporting Act (FCRA)

Although the FCRA primarily regulates the operation of consumer credit reporting agencies (CRA's), it also affects you as a user of information. A copy of the FCRA can be obtained from the Federal Trade Commission's website at <http://www.ftc.gov>. The FCRA requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. Your company and its employees must comply with all the provisions of the FCRA and the applicable state laws, including these sections in particular:

- 604. Permissible Purposes of Reports**
- 607. Compliance Procedures and Obligations of Resellers**
- 610. Conditions and Form of Disclosure to Consumers**
- 611. Procedure in Case of Disputed Accuracy**
- 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**
- 620. Unauthorized Disclosures by Officers or Employees**
- 621. Administrative Enforcement**
- 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies**

- The consumer must be told if information in their file has been used against them. Anyone who uses information from a CRA to take action against a consumer (such as denying an application for credit) must give the consumer the name, address, and phone number of the CRA that provided the consumer report.
- The consumer can request a free copy of his or her credit report once a year from the CRA's. Moreover, the consumer can obtain a free credit report if denied credit within the last 60 days, if on welfare, if fraud has been committed, or under other circumstances provided for under the FCRA.
- The consumer has a right to dispute inaccurate information reported by the CRA's. The CRA's must investigate the disputed items and correct it usually within 30 days. However, the CRA's are not required to remove accurate data from a consumer's file unless it is outdated or cannot be verified.

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 an investment, partnership, etc. It is imperative that you identify each requestor if the report is to be used for employment purposes. Additional state laws may also impact your usage of reports for employment purposes.

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 in the states in which you operate.

By signing below, I acknowledge that I, as well as my employees and agents, have read and understand the above policies, and will keep a copy of this document in our files.

\_\_\_\_\_  
**Name of Owner/Broker/Guarantor**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Owner/Broker/Guarantor**

\_\_\_\_\_  
**Date**

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## 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. Cal Coast Credit Reports (hereinafter CCCR) reserves the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security. Any violation of these procedures may lead to suspension of your account. In accessing the CCCR'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 CCCR will ever contact you and request your Subscriber Code number or password.
- 1.2 Proprietary or third party system access software must have CCCR's 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 CCCR's Subscriber Code(s) and password(s) so 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 CCCR'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 CCCR 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 CCCR 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.
  - 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.”*

By signing below, I acknowledge that I, as well as my employees and agents, have read and understand the above policies, and will keep a copy of this document in our files.

\_\_\_\_\_  
**Name of Owner/Broker/Guarantor**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Owner/Broker/Guarantor**

\_\_\_\_\_  
**Date**

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Phone (415) 252-2888 Fax (415) 252-2822

**PERMISSIBLE PURPOSE ADDENDUM & VERMONT CONSUMER CONSENT**

As stated by **§ 604 of the Fair Credit Reporting Act** (<http://www.ftc.gov>), Client maintains that it will request credit reports only for a permissible purpose. Client will obtain consumer reports from CCCR only when the issued reports are to be used as a constituent of a legally valid business proceeding involving the consumer. Client is the end user and will not further resell credit information to third parties.

The following are examples of **permissible purposes** (under Sec. 604 of FCRA), which Client may procure credit:

- In connection with a credit transaction involving the customer on whom the information is to be furnished, and involving the extension of credit to, or review or collection of an account of the consumer.
- For employment screening or tenant screening purposes involving the consumer.
- For a legitimate business need in connection with a business transaction that is initiated by the consumer.

The following is a list (although not exhaustive) of businesses or purposes, for which we are not allowed to provide credit reports:

- Attorneys or law offices of any type
- Private detectives, detective agencies, or investigative companies
- Bail Bondsman or Check Cashing
- Employment Screening or Tenant Screening (unless you are the end user)
- Credit Counseling, Credit Repair, or Financial Counseling
- Dating Services or Locating Missing Persons
- Individuals seeking information for their private use
- Asset Location Services
- Law Enforcement (except for employment screening)
- Companies that resell credit reports to third parties
- Any company or person involved in credit fraud or other unethical business practices
- Companies listed on the credit bureaus Alert List

**Vermont Consumer Consent:** Client agrees to comply with Vermont Fair Credit Reporting Statute, 9 V.S.A. Section 2480e (1999), which provides:

- (a) A person shall not obtain the credit report of a consumer unless:
  - (1) the report is obtained in response to a court order having jurisdiction to issue such an order; or
  - (2) the person has secured the consent of the consumer in writing, and the report is used for the purposes consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
  - (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for collection action on the account, or for other legitimate purposes associated with the account; and
  - (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

By signing below, I acknowledge that I, as well as my employees and agents, have read and understand the above policies, and will keep a copy of this document in our files.

\_\_\_\_\_  
**Name of Owner/Broker/Guarantor**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Owner/Broker/Guarantor**

\_\_\_\_\_  
**Date**

**CREDIT SCORING AGREEMENT**

The following terms shall be applicable to all Cal Coast Credit Report's (CCCR) clients, their employees, agents, or affiliates (hereinafter Client) using credit scores and reason codes generated by the Experian/Fair, Isaac Model:

- (i) Client warrants that it has a "permissible purpose" under the FCRA, as it may be amended from time to time, to obtain the information derived from the Model.
- (ii) Client agrees 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) Clients must 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 or agents with a "need to know" and to no other person;
- (iv) Notwithstanding any contrary provision of our Service Agreement, Client may disclose the Scores under this Agreement to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only.
- (v) Client must comply with all applicable laws and regulations in using the Scores and reason codes purchased from CCCR;
- (vi) Client is prohibited from using the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian Information Solutions or Fair, Isaac and Company, or the affiliates of either of them, or of any other party involved in the provision of the Model without such entity's prior written consent;
- (vii) Client is prohibited from attempting, in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian in performing the Model;
- (viii) Experian warrants that the Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Model is applied is similar to the population sample on which the Model was developed, the Model score may be relied upon by CCCR and/or Client to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Client. Experian further warrants that so long as it provides the Model, it will comply with 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 HAVE GIVEN CCCR AND/OR CLIENT WITH RESPECT TO THE MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXPERIAN MIGHT HAVE GIVEN CCCR AND/OR CLIENT WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CCCR and each respective Client's rights under the foregoing Warranty are expressly conditioned upon each respective Client's periodic revalidation of the Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 *et seq.*).
- (ix) A provision limiting the aggregate liability of Experian to each Client to the lesser of the Fees paid by CCCR to Experian pursuant to Section 3.A of this Agreement (see below) for the Model resold to the pertinent Client during the 6 month period immediately preceding the Client's claim, or the fees paid by the pertinent Client to CCCR under the Resale Contract during said 6 months period, and excluding any liability of Experian for incidental, indirect, special or consequential damages of any kind.

**3.A.** In consideration of Experian/Fair, Isaac's performance of the Model, CCCR will pay Experian/Fair, Isaac fees as agreed upon in writing by CCCR and Experian/Fair, Isaac from time to time.

\_\_\_\_\_  
Name of Owner/Broker/Guarantor

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Owner/Broker/Guarantor

\_\_\_\_\_  
Date

**TRADE REFERENCES**

**Please provide 3 trade references that can verify doing business with your company.**  
(Examples: Title Companies, Appraisers, Banks, Training Courses, Office Supply Vendors, etc.)

**Your Company Name** \_\_\_\_\_

**Company** \_\_\_\_\_ **Acct #** \_\_\_\_\_ **Since** \_\_\_\_\_

**Address** \_\_\_\_\_

**Contact** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Verified by Cal Coast Credit Rep.** \_\_\_\_\_ **Date** \_\_\_\_\_

Notes:

**Company** \_\_\_\_\_ **Acct #** \_\_\_\_\_ **Since** \_\_\_\_\_

**Address** \_\_\_\_\_

**Contact** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Verified by Cal Coast Credit Rep.** \_\_\_\_\_ **Date** \_\_\_\_\_

Notes:

**Company** \_\_\_\_\_ **Acct #** \_\_\_\_\_ **Since** \_\_\_\_\_

**Address** \_\_\_\_\_

**Contact** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Verified by Cal Coast Credit Rep.** \_\_\_\_\_ **Date** \_\_\_\_\_

Notes:

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Phone (415) 252-2888 Fax (415) 252-2822

**\*\*\* PLEASE NOTE \*\*\***

**(THIS IS A SAMPLE ONLY. MUST RETYPE ON YOUR COMPANY'S LETTERHEAD)**

**YOUR COMPANY'S LETTERHEAD**  
ADDRESS  
PHONE

**LETTER OF INTENT**

Date

Dear Cal Coast Credit Reports:

We are writing this letter to inform you that we are using credit reports for the purpose of

\_\_\_\_\_, and we acknowledge that we are not using  
credit reports for any impermissible purpose.

Sincerely,

Print Name

Signature

**\*\*\* PLEASE NOTE \*\*\***

**(THIS IS A SAMPLE ONLY. PLEASE RETYPE ON YOUR COMPANY'S LETTERHEAD)**