



Dear Madam/Sir:

Thank you for your recent inquiry regarding Experian membership. Experian is the world's foremost information solutions provider; enabling clients to target new customers, build successful customer relationships and manage financial risk. Our core business is supplying consumer credit, business credit, and target marketing information services and products. Enclosed you will find information regarding some of these services and the forms required to process your membership.

To initiate the membership process, please complete the following forms. **Write the FULL, LEGAL COMPANY NAME AND the DBA NAME, if applicable, on all paperwork.** You can find your correct legal name on paperwork such as your Articles of Incorporation or your Business License:

✓ Forms to be COMPLETED

- Membership Application
- Data Release Agreement
- Subscriber Questionnaire Document

In addition to the completed forms, please return the following:

✓ Items to INCLUDE

- Business License or Articles of Incorporation (if unavailable, other state or city issued documents that substantiate business may be used)
- Dated material that substantiates your company's time in business
- Company literature, advertisement and business card(s)

YOUR COMPANY MUST HAVE A COMMERCIAL BUSINESS PHONE NUMBER IN THE APPLYING COMPANY'S NAME AT THE ADDRESS REPORTS ARE BEING PULLED FROM PRIOR TO MEMBERSHIP BEING GRANTED.

Access to Experian's Information Services will be granted upon approval of your completed membership packet. All applicable fees must be received by Membership Services prior to approval.

Once completed, please return signed documentation to escoperationsteam@experian.com, or fax at 1-224-698-5458.

If you have any questions regarding the membership process, please call us at **1-800-831-5614**. We look forward to building a business partnership with you!

Sincerely,

Membership Services Experian Information Solutions

Membership Application

For Data Reporting



Experian Information Solutions Division

Important: All information must be completed in its entirety. Please print clearly and legibly to ensure accurate and timely processing.

Business Information

Legal Name (under which tax returns are filed): _____

DBA or Assumed Name: _____

Type of Business: _____

Type of Ownership: Corporation LLC Sole Proprietorship Partnership Nonprofit Other _____

Time in Business: _____ yrs _____ mos. Business Website: _____

Do you have an **Investigation License?** Yes No If Yes, please provide a copy

Does your company extend credit for goods or services? Yes No If yes, please provide a blank copy of your credit application and account terms.

Number of Owners and percentage ownership (if publicly traded, provide exchange name and stock symbol): _____

Owner #1 Name, title, address and phone number: _____

Owner #2 Name, title, address and phone number: _____

Business Physical Address (**no P.O. box numbers**): _____

City: _____ State: _____ ZIP: _____ How Long? _____ yrs _____ mos.

Primary Phone: () _____ Fax: () _____ Is this a **residential** address? Yes No

Billing Address (if different): _____ City: _____ State: _____ ZIP: _____

Billing Contact: _____ Title: _____ Phone: () _____

Contact for Physical Inspection: _____ Title: _____

Phone Number: () _____ Email Address: _____

Previous Business Address: _____

City: _____ State: _____ ZIP: _____ How Long? _____ yrs _____ mos.

Have you previously applied or have been an Experian Member? Yes No If Yes, when? _____

Under what business name? _____ Previous Member number (if known): _____

Principal of the Company (Must be completed by majority owner)

I understand I am providing written instructions to Experian under the Fair Credit Reporting Act authorizing Experian to obtain my credit report. I authorize Experian to obtain this information solely to process this application.

Principal signature: _____ Date: _____ Social Security Number: _____ Year of Birth: _____

Principal name: _____ Title or Position: _____ Phone: () _____

Residential Address: _____ City: _____ State: _____ ZIP: _____

Parent or Affiliated Business Information

Parent Company Name (if applicable): _____ Website: _____

Contact Name: _____ Title: _____ Phone: () _____

Address: _____ City: _____ State: _____ ZIP: _____

Head Designate for Internet Access

Full Name & Title: _____

Email Address: _____

Phone Number () _____

Signature (if different from below): _____

User ID - First Choice (minimum 6 characters) _____

User ID - Second Choice (minimum 6 characters) _____

User ID - Third Choice (minimum 6 characters) _____

Head Designate Certificate This form is to be used by Experian to identify the individual that will act on behalf of the Client in regards to end user access to Experian's systems. Client's Head Security Designate will submit all requests to create, change or lock Client employee end user access to accounts and permissions associated with Experian's systems and information via the Internet. The Head Security Designate must be an authorized representative of the Client's organization and must be available to interact with Experian on information and product access matters in accordance with the attached Access Security Requirement for FCRA and GLB 5A Data. Such requirements may be updated from time to time by Experian in accordance with the terms therein. This Head Designate Authorization Form must be signed by a duly authorized representative of the Client. The Client acknowledges and agrees that Client 1) has received the Access Security Requirement for FCRA and GLB 5A Data, 2) has read and understands the Clients' obligations described in the Access Security Requirement for FCRA and GLB 5A Data, 3) will communicate the contents of the Access Security Requirement for FCRA and GLB 5A Data and any subsequent updates thereto to all employee end users that shall have access to Experian's systems and information via the Internet, and 4) will abide to the provisions of the Access Security Requirement for FCRA and GLB 5A Data. Changes in Head Security Designate status (e.g., transfer or termination) are to be reported to Experian immediately. On an annual basis Experian will require the Head Security Designate to attest to the accuracy and currency of the status of the employee end users that access accounts and permissions to Experian's systems and information via the Internet. Attestation must be completed within 30 days of notification to Client, or the Head Security Designate will be prohibited from accessing Experian's systems and information until such attestation is complete.

Data Reporting Information

(Application will not be processed unless this information is provided.)

Department	Name	Title	Phone	Email
Credit/Collections:	_____	_____	() _____	_____
Data Processing:	_____	_____	() _____	_____

Name of 3rd party data processor or internal software package: _____

Processor Contact:	Name: _____	Phone: () _____
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Total Number of accounts to be reported monthly: _____

Provide detailed description of the type (collections, revolving, real estate etc.) of data you are looking to report. Include whether you will be reporting full-file or collections only information.

If this application involves Company's use of consumer credit products then the following shall apply:

I have read and understand the "FCRA Requirements" notice and Experian's "Access Security Requirements" and will take all reasonable measures to enforce them within my facility. I certify that my facility will maintain reasonable policies and procedures designed to promote accuracy and integrity of the data we provide to Experian. I will not sell the report to any consumer directly or indirectly. I understand that if my system is used improperly by Company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated.

Important Tax Notice

If Company is exempt from sales tax in any of the states where the information is delivered to you or accessed by you, please send Experian a completed and signed sales tax exemption certificate for each of those states.

I certify that I have read the above statements and all information provided is accurate.

Legal Company Name _____ DBA Name (If Applicable) _____ Date _____ Title _____

Authorized Signature X _____ Type or Print Name of Authorized Signer _____

If you have questions or need additional information, please call 1-800-831-5614. If you have questions or need additional information, please call 1-800-831-5614.

Revised 6/11

DATA RELEASE AGREEMENT

This Data Release Agreement ("Agreement") is entered into by Experian Information Solutions, Inc. ("Experian"), and the data provider indicated below at the signature line ("Data Provider").

Experian and Data Provider agree as follows:

1. Data Contribution. By the signatures set forth below, the parties agree that Data Provider will contribute data to Experian. Data Provider agrees to make available to Experian at mutually agreeable times, but not less often than monthly, and in a mutually agreeable format, and in accordance with Section 623 of the federal Fair Credit Reporting Act ("FCRA"), its credit experience records, and updates thereof, pertaining to individuals with whom it has a credit relationship, including information on new credit accounts opened by Data Provider ("Data Provider's Records"). Data Provider shall provide Data Provider's Records which are accurate to the best of its knowledge and shall promptly update and correct all known inaccurate information. At Experian's request, Data Provider will promptly verify the accuracy of Data Provider's Records provided to Experian. Data Provider shall provide Experian with written notice (i) if any information is disputed by a consumer, (ii) if the consumer closes the account; and (iii) not later than 90 days after furnishing the information, of the date of the commencement of the delinquency of an account which is placed for collection. Data Provider shall bear the expense of preparing and delivering Data Provider's Records to Experian. Experian may, at its option and expense, incorporate Data Provider's Records into its credit reporting system. Once this information is incorporated into Experian's credit reporting system, this information will become Experian's exclusive property. Data Provider acknowledges receipt of a notice of its obligations pursuant to Section 623 of the FCRA. Data Provider warrants to Experian that Data Provider has the full legal right to provide the data to Experian for Experian's use under the terms of this Agreement, and that no such use by Experian will infringe any patent, copyright, or other right of any third person.

Where applicable, Experian and the credit reporting industry expect all data contributors to report collection accounts as "paid collection" transactions when they are paid. This information should not be deleted unless required by law. Although this may seem like a valuable consumer service and helps you collect on debt, it is a disservice to our credit granting clients for Experian to allow the deletion of this valuable collection information. For these reasons, if your company is deleting valid collection information, or charging fees to delete information, or both, Experian reserves the right to terminate this Agreement immediately and remove Data Provider's Records from our credit reporting system.

2. Experian Use. Experian may use Data Provider's Records for any purpose consistent with applicable federal, state and local laws, rules, and regulations; provided, however, that Experian will use its best efforts not to release a list that specifically identifies individuals as Data Provider's customers.

3. Metric ReportTM. The provisions below shall apply to Data Provider's receipt and use of the Metric Report from Experian. "Metric Report" is an automated evaluation report on Data Provider's Records submitted in the Metro 2

reporting format, which report includes data metrics and reject detail. The Metric Report may also include an aggregated twelve (12) month summary report related to Data Provider's Records of and up to the most recent twelve (12) month period ("Metric Report Annualized"). For clarity purposes, the Metric Report Annualized is only available if Data Provider has submitted Data Provider's Records in the Metro 2 reporting format to Experian for twelve (12) consecutive months.

(i) The Metric Report is provided solely for Data Provider's internal evaluation use and shall not be resold or otherwise disclosed to any third party. Notwithstanding the foregoing and subject to written approval by Experian, Data Provider may and shall ensure that it only discloses the Metric Report to Data Provider's third party processor who has an executed Data Release Agreement for Data Processors with Experian ("Third Party Processor"). In the event Data Provider chooses to use a Third Party Processor to perform certain data processing services, the parties understand and acknowledge that the Third Party Processor shall be acting on behalf of Data Provider. Data Provider will ensure that Third Party Processor abides by the terms and conditions of the Agreement. Data Provider acknowledges Experian may provide the Metric Report directly to Third Party Processor, and in such case Data Provider may obtain a copy of or information related to Data Provider's Records directly from the Third Party Processor. Data Provider further acknowledges and agrees that Experian may charge the Third Party Processor for the Metric Report. Data Provider shall not access, transfer, or use the Metric Report outside the United States or its territories. Any direct or indirect access to, transfer, or use of the Metric Report outside the United States or its territories shall require the prior written approval of Experian.

(ii) All data in Experian's databases and any other intellectual property that are part of the Metric Report are and will continue to be Experian's exclusive property. Nothing contained in this Agreement shall be deemed to convey to Data Provider or to any other party any ownership interest in or to intellectual property or data provided in connection with the Metric Report.

(iii) Data Provider shall comply with all federal, state and local laws, rules regulations and decisions applicable to Data Provider's collection and provision to Experian of the Data Provider's Records and Data Provider's use of the Metric Report provided pursuant to this Agreement.

(iv) Experian reserves the right to revise the terms, or conditions or pricing under this Agreement, any terms applicable to the Metric Report and/or the Metric Report itself (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state, or local law, rule or regulation, or to address matters concerning privacy and confidentiality, upon reasonable notice to Data Provider before such revision or amendment becomes effective.

(v) Data Provider will pay Experian for the Metric Report in the amounts agreed upon and set forth in the applicable pricing document. Unless otherwise provided in an applicable pricing document, Experian shall have the right to revise or amend the pricing by providing thirty (30) days prior written notice to Data Provider before such revision or amendment becomes effective. Experian's invoices will be deemed to be correct and acceptable to Data Provider unless Data Provider advises Experian of disputed items within ten (10) days of their receipt. Payments shall be made to Experian within thirty (30) days of invoice date. If Data Provider fails to pay any invoice in accordance with the foregoing terms, Data Provider shall also pay interest on the unpaid amount at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law. The prices and rates for the Metric Report do not include applicable taxes, and Data Provider will pay or reimburse Experian for such taxes.

(vi) Data Provider acknowledges that the prices Experian charges for the Metric Report are based upon Experian's expectation that the risk of any loss or injury that may be incurred by use of the Metric Report will be borne by Data Provider and not Experian. Data Provider therefore agrees that it is responsible for determining that the Metric Report is in accordance with Experian's obligations under this Agreement. If Data Provider reasonably determines that the Metric Report does not meet Experian's obligations under this Agreement, Data Provider shall so notify Experian in writing within ten (10) days after receipt of the Metric Report in question. Data Provider's failure to so notify Experian shall mean that Data Provider accepts the Metric Report as is. If Data Provider so notifies Experian within ten (10) days after receipt of the Metric Report, then, unless Experian reasonably disputes Data Provider's claim, Experian shall, at its option, either redeliver the Metric Report in question or issue Data Provider a credit for the amount Data Provider paid to Experian for the nonconforming Metric Report. EXPERIAN'S REDELIVERY OF THE METRIC REPORT OR THE REFUND OF ANY FEES DATA PROVIDER HAS PAID FOR SUCH METRIC REPORTS SHALL CONSTITUTE DATA PROVIDER'S SOLE REMEDY AND EXPERIAN'S MAXIMUM LIABILITY UNDER THIS AGREEMENT. IF NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED ON EXPERIAN, THEN DATA PROVIDER AGREES THAT EXPERIAN'S TOTAL LIABILITY FOR ANY OR ALL OF DATA PROVIDER'S LOSSES OR INJURIES FROM EXPERIAN'S ACTS OR OMISSION HEREUNDER, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NOT EXCEED THE AMOUNT PAID BY DATA PROVIDER TO EXPERIAN HEREUNDER FOR THE METRIC REPORT DURING THE SIX (6) MONTH PERIOD PRECEDING THE ALLEGED BREACH BY EXPERIAN. DATA PROVIDER COVENANTS THAT DATA PROVIDER WILL NOT SUE EXPERIAN FOR ANY AMOUNT GREATER THAN SUCH AMOUNT.

(vii) The Metric Report does not constitute legal advice, and Data Provider retains the sole responsibility for the reporting of accurate and complete information of Data Provider's Records to Experian in accordance to applicable law, including without limitation to Section 623 of the FCRA.

(viii) Any implementation of corrective actions suggested by the Metric Reports hereunder shall be at the sole discretion of Data Provider, and Data Provider shall be solely responsible for determining whether the corrective actions suggested by the Metric Report will meet Data Provider's legal requirements and business needs.

(ix) Experian is not a guarantor of the Metric Report and shall assume no responsibility or liability for the strategies implemented or the results achieved by Data Provider.

4. Disclaimers of Warranties and Consequential Damages. EXPERIAN MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE METRIC REPORT, ANY EXPERIAN DATA, OR ANY REPORTS OR OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY EXPERIAN HEREUNDER, AND EXPERIAN HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY THE OTHER PARTY (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE.

5. Term. This Agreement shall continue in force without any fixed date of termination, but either Experian or Data Provider may terminate this Agreement upon thirty (30) days prior written notice to the other. If Experian believes that Data Provider has breached a material obligation contained in this Agreement, Experian may terminate this Agreement immediately by providing Data Provider notice of termination.

6. Waiver. Either party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of any such covenant or condition in any other circumstance or the waiver of any other covenant or condition.

7. Excusable Delays. Neither party shall be liable for any delay or failure in its performance under this Agreement if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or

public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

8. Severability. This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.

9. Contract in Entirety; Law. This Agreement sets forth the entire understanding and agreement between Experian and Data Provider concerning the services, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of California.

10. Survival. The provisions of Sections 2, 3, and 4, in addition to any other provisions of this Agreement that would normally survive termination, shall survive termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties authorized representatives have executed this Agreement on the date indicated above.

Experian Information Solutions, Inc.

By:

Signature (Duly Authorized Representative Only)

Title:

Print

Address for Legal Notices: Experian Information Solutions, Inc.
475 Anton Boulevard
Costa Mesa, CA 92626
Attn: General Counsel

Return Signed Contract to:
Same address as above
Attn: Data Management

Data Provider:
(Full Company Name) _____

a _____ corporation (list state)

By: _____
Signature (Duly Authorized Representative Only)

Title: _____

Print

Physical Address: _____



Subscriber Questionnaire Document

Date _____

SUBSCRIBER INFORMATION

Business Name _____

Industry _____

Business Website: _____

Address _____

City _____

State _____

Zip _____

Email Address _____

MAJOR CONTACTS

Data Processing Contact:

(person sending in the data)

Name _____

Phone _____

Title _____

Email Address _____

Credit Contact:

Check if same person as Data Processing Contact
(person to verify account info)

Name _____

Phone _____

Title _____

Email Address _____

Metric Report™ Contact: Check if same person as Data Processing Contact

(person to receive Metro 2 reject error reporting)

Name _____

Phone _____

Title _____

Email Address _____

Business Address: _____

PROCESSOR/SERVICE BUREAU INFORMATION

Who is sending in the data file for your company?

Business Listed in Subscriber Information above

Another Company, FILL IN THEIR INFORMATION BELOW

Who handles consumer disputes?

Business Listed in Subscriber Information above

Another Company, FILL IN THEIR INFORMATION BELOW

If another company is sending in the file for your business, complete all fields below:

Company Name _____

Address _____

City _____

State _____

Phone _____

Zip _____

Contact Name _____

Email Address _____

TYPE OF PLANS & RECORD COUNTS

Has the Business previously reported data to Experian?

Yes

No

List the Actual number of accounts to be reported for each type of account listed in the portfolio:

Auto Loans _____

Installment _____

Bank _____

Mortgage _____

Bank Card _____

Revolving _____

Child Support _____

Service & Prof _____

Govt Agency _____

Student Loan _____

Internal Collection _____

TEC _____

Other _____

*specify type of accounts in Special Comments Field

Collection Agency** _____

**Collections, please detail the number of accounts from each type of industry that will be reported below.

For any industries not listed below, add the type of industry and number of records in the comments below.

Finance Company _____

Credit Cards _____

Auto Loans _____

Government _____

Bank _____

Housing _____

Mortgage _____

Utility _____

Retail _____

Fines/Fees _____

SPECIAL COMMENTS: _____