

Credentialing Application

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?
and account terms.

Yes

No

If yes, please provide a blank copy of your credit application

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 Business Phone:

Fax:

Is this a **residential** address?

Yes

No

Electronic Billing ***REQUIRED***

Billing Contact:

Required Email Address:

Billing Address (if different):

City:

State:

ZIP:

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 or general partner, as applicable)****(Must be completed unless the business is a publicly traded entity on a recognized stock exchange or the business is a state or federally regulated financial institution). Please Provide the exchange name and stock symbol or charter number and name of regulatory agency:**

I understand Experian will use this information to authenticate me in connection with processing this application:

Principal name: Social Security Number: Year of Birth:

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:

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)

X

Authorized Signature

Date

Type or Print Name of Authorized Signer

Title

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

DATA RELEASE AGREEMENT

This Data Release Agreement ("Agreement") is made on the Effective Date set forth below between 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") and all state consumer reporting or similar laws, 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 Report™. For the purposes of this Agreement, the term "Services" shall mean Experian's provision of services to Data Provider which include the supply of the Experian Metric Report. "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 Services 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. (Metro 2@ is the registered trademark of the Consumer Data Industry Association.)

(i) The Service is provided solely for Data Provider's internal evaluation of its own data accuracy 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 Services 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 Services 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 Services. Data Provider shall not access, transfer, or use the Services outside the United States or its territories. Any direct or indirect access to, transfer, or use of the Services 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 Services 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 Services.

(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 Services 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 Services 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 Services 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 Services do not include either shipping costs or applicable federal, state, local, or foreign sales or use taxes, and Data Provider will pay or reimburse Experian for such shipping costs and taxes.

(vi) Data Provider acknowledges that the prices Experian charges for the Services are based upon Experian's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Data Provider and not Experian. Data Provider agrees that it is responsible for determining that the Services are in accordance with Experian's obligations under the Agreement. If Data Provider reasonably determines that the Services do not meet Experian's obligations under this Agreement, Data Provider shall so notify Experian in writing within ten (10) days after receipt of the Services in question. Data Provider's failure to so notify Experian shall mean that Data Provider accepts the Services as is. If Data Provider so notifies Experian within ten (10) days after receipt of the Services, then, unless Experian reasonably disputes Data Provider's claim, Experian shall, at its option, either reperform the Services in question or issue Data Provider a credit for the amount Data Provider paid to Experian for the nonconforming Services. EXPERIAN'S REPERFORMANCE OF THE SERVICES OR THE REFUND OF ANY FEES DATA PROVIDER HAS PAID FOR SUCH SERVICES 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 AGGREGATE LIABILITY UNDER THE AGREEMENT, 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, IS LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT PAID BY DATA PROVIDER TO EXPERIAN HEREUNDER FOR THE SERVICES DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE ALLEGED LOSSES OR INJURIES BY EXPERIAN FIRST ACCRUED. DATA PROVIDER COVENANTS THAT DATA PROVIDER WILL NOT SUE EXPERIAN FOR ANY AMOUNT GREATER THAN SUCH AMOUNT.

(vii) The Services do 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 Services 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 Services will meet Data Provider's legal requirements and business needs.

(ix) Experian is not a guarantor of the Services 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 warrants to Data Provider that Experian will use commercially reasonable efforts to deliver the Services in a timely manner. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY EXPERIAN HAS GIVEN DATA PROVIDER WITH

RESPECT TO THE SERVICES. BECAUSE THE SERVICES INVOLVE CONVEYING INFORMATION PROVIDED TO EXPERIAN BY OTHER SOURCES, EXPERIAN CANNOT AND WILL NOT, FOR THE FEE CHARGED FOR THE SERVICES, BE AN INSURER OR GUARANTOR OF THE ACCURACY OR RELIABILITY OF THE SERVICES CONTAINED IN ITS DATABASE. IN ADDITION, EXPERIAN MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, 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. EXPERIAN DOES NOT WARRANT, REPRESENT OR UNDERTAKE THE OPERATION OF THE SERVICES TO BE ERROR FREE, NOR DOES EXPERIAN MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR OTHERWISE, OR THAT THE SERVICES WILL MEET DATA PROVIDER'S REQUIREMENTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCREASED DAMAGES, OR DAMAGES TO BUSINESS REPUTATION, DAMAGES ARISING FROM LOSS OF PROFITS FROM TRANSACTIONS WITH THIRD PARTIES, WILLFUL INFRINGEMENT BY THE OTHER PARTY, WHETHER ANY OF THE FOREGOING ARE FORESEEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES OR LOST PROFITS 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. Upon any termination of the Agreement, Data Provider shall immediately cease using the Services in its possession. If either party is in material breach of the Agreement, the other party may terminate the Agreement, provided such breach is not cured within thirty (30) days following written notice of such breach, unless such breach is the failure to pay for the Services under the terms of the Agreement, in which case Data Provider shall have ten (10) days to cure such breach following notice. Notwithstanding the foregoing, the Agreement may be terminated by Experian immediately upon written notice to Data Provider if in Experian's reasonable good faith judgment any Services provided to Data Provider are being used or disclosed contrary to the Agreement. In the event that the Agreement is terminated as a result of a breach, the other party shall, in addition to its rights of termination, be entitled to pursue all other remedies against the breaching party. Termination of the Agreement shall not relieve Data Provider of its obligation to pay for any Services provided by Experian under the Agreement.

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

covenant or condition not expressly stated in the written waiver.

7. Excusable Delays. Experian shall not be responsible for any delay, failure to perform, or alteration of the Services due to any act, omission or failure to perform by Data Provider, and Data Provider may be responsible to Experian for additional fees and costs associated therewith. Neither party shall be liable for any delay or failure in its performance under the Agreement (except for the payment of money) if and to the extent such delay or failure is caused by events beyond the reasonable control of the affected party including, without limitation, acts of God, public enemies or terrorists, labor disputes, equipment malfunctions, 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. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its reasonable effort to avoid or remove such causes of nonperformance and to complete delayed performance whenever such causes are removed.

8. Severability. The provisions of the Agreement shall be deemed to be severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of its other provisions. If any such provision is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. In lieu of any invalid provision, a substitute provision shall apply retroactively which comes as close as legally and commercially possible to that intent which the parties had or would have had, according to the spirit and purpose of the Agreement.

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 governed by and construed in accordance with the internal substantive laws of the State of California, without giving effect to any choice of law or other provision that would result in the application of the laws of any other jurisdiction. Any legal action, suit, proceeding brought by a party in any way arising out of or relating to the Agreement shall be brought in the federal or state courts located in Orange County, California.

10. Survival. The provisions of Sections 1, 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.

11. Authority to Sign. Each party represents that (i) the person signing this Agreement has all right, power and authority to sign this Agreement on behalf of such party; (ii) it has full power and authority and all necessary authorizations to comply with the terms of this Agreement and to perform its obligations hereunder; and (iii) if it signs this Agreement with an electronic signature, it (a) shall comply with all applicable electronic records and signatures laws, including but not limited to the Electronic Signatures in Global and National Commerce Act; (b) hereby acknowledges its electronic signature is effective and will not dispute the legally binding nature, validity or enforceability of this Agreement based on the fact that the terms were accepted with an electronic signature; and (c) shall ensure that its electronic signature vendor shall comply with the confidentiality obligations of this Agreement.

12. Effective Date. This Agreement is effective beginning on _____ (the "Effective Date").

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

		Data Provider: (Full Company Name) _____
Experian Information Solutions, Inc.	a	corporation (list state)
By: _____	By: _____	
Signature (Duly Authorized Representative Only)	Signature (Duly Authorized Representative Only)	
Title: _____	Title: _____	
Print	Print	

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

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

Name Name

Phone Phone

Title Title

Email Address 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 Zip

Phone

Contact Name

Email Address

TYPE OF PLANS & INITIAL RECORD COUNTS

Has the Business previously reported data to Experian? Yes No

List the first full file number of accounts to be reported for each type of accounts in the portfolio:

Auto Loans Installment

Bank Mortgage

Bank Card	<input type="text"/>	Revolving	<input type="text"/>
Child Support	<input type="text"/>	Service & Prof	<input type="text"/>
Govnt Agency	<input type="text"/>	Student Loan	<input type="text"/>
Internal Collection	<input type="text"/>	TEC	<input type="text"/>
Other	<input type="text"/>	*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	<input type="text"/>	Credit Cards	<input type="text"/>
Auto Loans	<input type="text"/>	Government	<input type="text"/>
Bank	<input type="text"/>	Housing	<input type="text"/>
Mortgage	<input type="text"/>	Utility	<input type="text"/>
Retail	<input type="text"/>	Fines/Fees	<input type="text"/>

SPECIAL COMMENTS:

<input type="text"/>
<input type="text"/>