



AAA Tenant Screening, Inc. DBA Investigative Screening and Consulting

User Agreement

With identity theft on the rise, the credit bureaus and the Fair Credit Reporting Act (FCRA) have increased the standard for those who would like to receive full credit reports on potential renters. If you have questions concerning your ability to qualify for the *full credit report*, please call 480-305-1350 option 2. An inspection of your commercial building is required to receive a full credit report. A third party inspection company will visit your location to verify your business (see inspection form page) for a fee of \$75.

Account set-up: Turn around time for setting up an account varies. The following steps must occur to establish your account:

- The inspection company will contact you to schedule an appointment;
- Inspecting company will send report to us after inspection is complete;
- You must provide all of the required documents listed below.

Upon completing these steps, your account will be accessible within three business days. Some circumstances may require additional time. You will be notified via e-mail with your username and password and may begin submitting your background investigation request(s) online.

Background investigation results are available four to six business hours after submission. Our business hours are Monday through Friday, 9am to 5 pm. Some circumstances may require additional time.

Required Documents

An account cannot be created until we have the proper documents listed below. In some cases more documentation may be requested. Please return this packet and the required documents by **fax to 480-668-7425** or e-mail orders@aaalandlord.com.

1. **Three completed and signed** rental applications or agreements (either existing tenants or new applicants are acceptable).
2. Copy of phone bill showing the **company name or contact name is associated with the phone number written on this form.**



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CONTACT INFORMATION

Please fill out your contact information. All information will only be used to identify you as a property manager, realtor or business and is not used for any other purpose. All information will be kept private.

Client/Business name: _____

Type of business (Ex. realtor, property manager etc): _____

Client physical address: _____

City, state, zip code: _____

Client billing address: _____

City, State, Zip: _____

Company Phone: _____ **Alt. phone:** _____

Contact person: _____ **Contact phone** _____

E-mail: _____ **Website address:** _____

Fax: _____ **Management Company:** _____

Brokerage Information:

Brokerage name: _____ **Broker name:** _____

Phone: _____ **E-mail** _____

Please do not write below this line (for office use only)

Username: _____ **Password:** _____



**AAA Tenant Screening, Inc. DBA Investigative Screening and Consulting
Consumer Report User/Subscriber Agreement**

This agreement by and between AAA Tenant Screening, Inc., hereinafter referred to as “AAA” and _____ and/or its designated agent(s), hereinafter referred to as” SUBSCRIBER” upon mutual consideration enter into this agreement upon the conditions:

SUBSCRIBER hereby certifies that the use of information provided to it, hereinafter referred to as “Consumer Report” shall be in accordance with the Fair Credit Reporting Act, Public Law 91-508.

SUBSCRIBER agrees to abide by the provisions of the Fair Credit Reporting Act (FCRA) and understands that the information received from AAA shall be received as a “consumer report from a consumer reporting agency” within the meaning of the Act. SUBSCRIBER acknowledges their responsibilities under the FCRA.

SUBSCRIBER further agrees that the information will be requested and used for the exclusive use only for tenant screening purposes or in connection with legitimate business needs as outlined in section 604 of the Fair Credit Reporting Act. Reports will be requested only by the SUBSCRIBER’S designated and authorized representatives. SUBSCRIBER shall prohibit its employees from obtaining any reports on themselves, associates or any other person except in the exercise of their official duties related to actual tenant screening.

AAA agrees to use its best efforts to hold all requests of the SUBSCRIBER confidential and not to divulge the name of subscriber’s employee or the content of the report(s) obtained for the SUBSCRIBER to anyone other than (a) AAA subscribers (b) persons to whom AAA is permitted by law to disclose such information, and (c) employees or agents of AAA who have a need to know for the performance of their AAA’s obligations under this agreement.

AAA agrees not to discriminate against any applicant because of race, creed, color, age, sex, disability, religion or national origin. AAA shall at all times promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of the federal, state and local governments which are applicable to the performance of this contract.

SUBSCRIBER is not a retail seller as defined in the Federal Act or in and State Act and therefore agrees not to resell any information obtained from AAA. Furthermore, SUBSCRIBER warrants that its employee and agents shall inspect a US Federal and/or State government issued photo identification of the consumer at the time an application is taken before submission to AAA.

If the application process is suspended or terminated because of information provided in the Consumer Report, SUBSCRIBER shall comply with the provisions of the Fair Credit Reporting Act as to disclosure.

AAA agrees to provide timely dissemination of the available information in a manner consistent with standard business practices.

AAA will maintain consumer report information for a minimum of two (2) years as required by the Fair Credit Reporting Act.

AAA will provide the following services:

- A. Maintain a database of applicants in the local market, based on data provided by SUBSCRIBER.
- B. Provide SUBSCRIBER with applicant information which may be contained in the database.



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- C. Conduct local public record searches for criminal conviction information on applicants.
- D. Provide written documentation to SUBSCRIBER of information discovered.

SUBSCRIBER agrees that it will not request a Consumer Report for tenant screening unless:

- A. The consumer has authorized in writing the procurement of the report; and
- B. Information from the Consumer Report for Tenant Screening Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

SUBSCRIBER agrees to:

- A. Maintain a valid statement executed by the applicant on file for a minimum of three (3) years, authorizing AAA to conduct the inquiries indicated herein, and releasing AAA and all parties and entities providing information from any and all liabilities resulting from such inquiries.
- B. Follow the prescribed disclosure procedures. If applicant is denied as a result of information contained in an AAA report, the applicant will be provided a copy of the report and "A Summary of Your Rights under the Fair Credit Reporting Act." AAA will provide all necessary documentation to SUBSCRIBER to provide to the applicant.

AAA shall use good faith in attempting to obtain information from sources deemed reliable, but does not guarantee the accuracy of information reported. In no event shall AAA be held liable in any manner whatsoever for any loss or injury to SUBSCRIBER resulting from obtaining or furnishing such information. Further SUBSCRIBER agrees to hold AAA harmless and indemnify it from any and all claims, losses and damages arising out of the alleged liability or failure of the SUBSCRIBER to keep and perform any of its obligations described herein.

The parties hereto agree that this instrument is the full and complete Agreement between them regarding the furnishing of the credit report, and additional public record information, and it is not to be altered, varied, or enlarged upon by any verbal or written promises, statements, or representations not expressed herein. This Agreement shall not be binding on either party until accepted by AAA. It is further agreed that with just cause, such as delinquency or violations of the terms of the contact or legal requirement, AAA may for good cause, in AAA's sole discretion discontinue serving the SUBSCRIBER and cancel this agreement immediately. Jurisdiction and venue for the agreement shall be Maricopa County, Mesa, Arizona.

SUBSCRIBER is responsible for its employees, officers, associates, partners, agents, and anyone else who gains access to the Screening Consumer Report section with the password provided by AAA. SUBSCRIBER also understands that being responsible for access to AAA Consumer Reports means that SUBSCRIBER shall be responsible to pay for any amount which becomes due through the use of the password provided to SUBSCRIBER by AAA. SUBSCRIBER is also responsible for any employees or others who leave the employee of SUBSCRIBER who may take the password with them, and for anyone who may use it without authority. SUBSCRIBER is the only source of protection of the AAA password. Therefore, SUBSCRIBER shall take all precautions to secure and protect the password. If at any time SUBSCRIBER learns there is any security concern or breach regarding the password, SUBSCRIBER agrees to immediately contact AAA Tenant Screening, Inc. to cancel the password and obtain a new password.

Signature/Title

Date



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CREDIT SCORING SERVICES AGREEMENT:

This Credit Scoring Services Agreement, ("Agreement"), dated: _____, between _____ ("End User") and AAA Tenant Screening, Inc. ("Provider")

WHEREAS, Provider is an authorized reseller of Experian Information Solutions, Inc. ("Experian"); And WHEREAS, Experian and Fair, Isaac Corporation ("Fair, Isaac") offer the "Experian/Fair, Isaac Model", consisting of the application of a risk model developed by Experian and Fair, Isaac which employs a proprietary algorithm and which, when applied to credit information relating to individuals with whom the End User contemplates entering into a credit relationship will result in a numerical score (the "Score" and collectively, "Scores"); the purpose of the models being to rank said individuals in order of the risk of unsatisfactory payment.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound, End User and Provider hereby agree as follows:

1. General Provisions

A. Subject of Agreement. The subject of this Agreement is End User's purchase of Scores produced from the Experian/Fair, Isaac Model from Provider.

B. Application. This Agreement applies to all uses of the Experian/Fair, Isaac Model by End User during the term of this agreement.

2. Experian/Fair, Isaac Scores

A. Generally. Upon request by End User during the Term, Provider will provide End User with the Scores.

B. Warranty. Provider warrants that the Scores are empirically derived and statistically sound predictors of consumer credit risk on the data from which they were developed when applied to the population for which they were developed. Provider further warrants that so long as it provides the Scores, the Scores will not contain or use any prohibited basis as defined by the federal Equal Credit Opportunity Act, 15 USC Section 1691 *et seq.* or Regulation B promulgated thereunder. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES PROVIDER HAS GIVEN END USER WITH RESPECT TO THE SCORES, AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, PROVIDER MIGHT HAVE GIVEN END USER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. End User's rights under the foregoing warranties are expressly conditioned upon End User's periodic revalidation of the Experian/Fair, Isaac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 *et seq.*).

C. Release. End User hereby releases and holds harmless Provider, Fair Isaac and/or Experian and their respective officers, directors, employees, agents, sister or affiliated companies, and any third-party contractors or suppliers of Provider, Fair, Isaac or Experian from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by End User resulting from any failure of the Scores to accurately predict that a United States consumer will repay their existing or future credit obligations satisfactorily.

3. Intellectual Property

A. No License. Nothing contained in this Agreement shall be deemed to grant End User any license, sublicense, copyright interest, proprietary rights, or other claim against or interest in any computer programs utilized by Provider, Experian and/or Fair, Isaac or any third party involved in the delivery of the scoring services hereunder. End User acknowledges that the Experian/Fair, Isaac Model and its associated intellectual property rights in its output are the property of Fair, Isaac.

B. End User Use Limitations. By providing the Scores to End User pursuant to this Agreement, Provider grants to End User a limited license to use information contained in reports generated by the Experian/Fair, Isaac Model solely in its own business with no right to sublicense or otherwise sell or distribute said information to third parties. Before directing Provider to deliver Scores to any third party (as may be permitted by this Agreement), End User agrees to enter into a contract with such third party that (1) limits use of the Scores by the third party only to the use permitted to the End User, and (2) identifies Experian and Fair, Isaac as express third party beneficiaries of such contract.

C. Proprietary Designations. End User shall not use, or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other proprietary designations of Provider, Experian or Fair, Isaac or their respective affiliates, whether registered or unregistered, without such party's prior written consent.

4. Compliance and Confidentiality

A. Compliance with Law. In performing this Agreement and in using information provided hereunder, End User will comply with all Federal, state, and local statutes, regulations, and rules applicable to consumer credit information and nondiscrimination in the extension of credit from time to time in effect during the Term. End User certifies that (1) it has a permissible purpose for obtaining the Scores in accordance with the federal Fair Credit Reporting Act, and



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any similar applicable state statute, (2) any use of the Scores for purposes of evaluating the credit risk associated with applicants, prospects or existing customers will be in a manner consistent with the provisions described in the Equal Credit Opportunity Act (“ECOA”), Regulation B, and/or the Fair Credit Reporting Act, and (3) the Scores will not be used for Adverse Action as defined by the Equal Credit Opportunity Act (“ECOA”) or Regulation B, unless adverse action reason codes have been delivered to the End User along with the Scores.

B. Confidentiality. End User will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered hereunder. End User will take reasonable precautions to assure that such information will be held in strict confidence and disclosed only to those of its employees whose duties reasonably relate to the legitimate business purposes for which the information is requested or used and to no other person. Without limiting the generality of the foregoing, End User will take suitable precautions to prevent loss, compromise, or misuse of any tapes or other media containing consumer credit information while in the possession of End User and while in transport between the parties. End User certifies that it will not publicly disseminate any results of the validations or other reports derived from the Scores without each of Experian’s and Fair, Isaac’s express written permission.

C. Proprietary Criteria. Under no circumstances will End User attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian and/or Fair, Isaac in performing the scoring services hereunder.

D. Consumer Disclosure. Notwithstanding any contrary provision of this Agreement, End User may disclose the Scores provided to End User under this Agreement (1) to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only and (2) as clearly required by law.

5. Indemnification and Limitations

A. Indemnification of Provider, Experian and Fair, Isaac. End User will indemnify, defend, and hold each of Provider, Experian and Fair, Isaac harmless from and against any and all liabilities, damages, losses, claims, costs, and expenses (including attorneys’ fees) arising out of or resulting from any nonperformance by End User of any obligations to be performed by End User under this Agreement, *provided that* Experian/Fair, Isaac have given End User prompt notice of, and the opportunity and the authority (but not the duty) to defend or settle any such claim.

B. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL PROVIDER, EXPERIAN OR FAIR, ISAAC HAVE ANY OBLIGATION OR LIABILITY TO END USER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY END USER, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT END USER WAS ADVISED SUCH DAMAGES MIGHT ARISE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PROVIDER, EXPERIAN OR FAIR, ISAAC TO END USER EXCEED THE FEES PAID BY END USER PURSUANT TO THIS AGREEMENT DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF END USER’S CLAIM

6. Miscellaneous

A. Third Parties. End User acknowledges that the Scores results from the joint efforts of Experian and Fair, Isaac. End User further acknowledges that each Experian and Fair, Isaac have a proprietary interest in said Scores and agrees that either Experian or the Fair, Isaac may enforce those rights as required.

B. Complete Agreement. This Agreement sets forth the entire understanding of End User and Provider with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto.

IN WITNESS WHEREOF, End User and Provider have signed and delivered this Agreement.

Accepted for SUBSCRIBER:

Accepted for AAA Tenant Screening, Inc.

Signature

Signature

Printed name and title

Printed name and title

Date

Date



AAA Tenant Screening, Inc. DBA Investigative Screening and Consulting
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



AAA Tenant Screening, Inc. DBA Investigative Screening and Consulting Access Security Requirements of FCRA and GLB 5A Data

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. Experian and AAA reserve the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security. In accessing AAA or Experian services, you agree to follow these security requirements:

1. Implement Strong Access Control Measures

- 1.1 Do not provide your Subscriber Codes or passwords to anyone. No one from AAA will ever contact you and request your Subscriber Code number or password.
- 1.2 Proprietary or third party system access software must have Experian 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 Subscriber Code(s) and password(s) so that 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 our 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 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:



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- 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 Experian 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 Experian 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).



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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 Experian 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;
- and 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, Experian 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 consumer complaint that your company impermissibly accessed their credit report, Experian 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.”

Glossary:

Computer Virus: A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.

Confidential: Very sensitive information. Disclosure could adversely impact your company.

Encryption: Encryption is the process of obscuring information to make it unreadable without special knowledge.

Firewall: In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.

Information Lifecycle (Or Data Lifecycle) : A management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.

IP Address: A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices - including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its' own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.

Peer-to-Peer: A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.

Router: A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.

Spyware: Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.

SSID: Part of the Wi-Fi Wireless LAN, a service set identifier (SSID) is a code that identifies each packet as part of that network. Wireless devices that communicate with each other share the same SSID.

Subscriber Code: Your seven digit Experian account number.

WEP Encryption (Wired Equivalent Privacy): A part of the wireless networking standard intended to provide secure communication. The longer the key used, the stronger the encryption will be. Older technology reaching its end of life.

WPA (Wi-Fi Protected Access): A part of the wireless networking standard that provides stronger authentication and more secure communications. Replaces WEP. Uses dynamic key encryption verses static as in WEP (key is constantly changing and thus more difficult to *break than WEP*)

Signature/Title

Date



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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: _____

By: _____

Date: _____

Title: _____



AAA Tenant Screening, Inc. DBA Investigative Screening and Consulting

Inspection Form

There are requirements your office must meet in order to have a passing grade on the physical inspection. Please ensure you are in compliance with these before scheduling an inspection. A non-refundable \$75 fee will apply. *An inspection does not guarantee qualification for full credit report.*

Requirements include, but are not limited to:

- Commercial building with a permanent sign (executive suites do not qualify). **If you are a realtor working from a home office, you must have a separate entrance. If you qualify, a \$75 fee and inspection will be required annually.
- Locking filing cabinets

Please fill out the following information:

Business name _____

Business Address _____

City _____ **State** _____ **Zip code** _____

Check which applies: Commercial address Residential address

Contact Person _____ **Phone Number** _____

Alternate Contact Person _____ **Phone Number** _____

E-mail address _____ **Website** _____

Business Days _____ **Business Hours** _____

Credit Card Type (circle one): Visa MasterCard Discover

Credit Card Number: _____ **Expiration date** _____

I, _____, hereby authorize Investigative Screening and Consulting to charge the credit card listed above for \$75 for an inspection fee.

Signature _____ **Date** _____