



1002 Diamond Ridge Suite 500 Jefferson City, Missouri 65109  
TELEPHONE (573) 893-7500 OR 1-800-475-6703

## **APPLICATION FOR MEMBER SERVICE CONTRACT**

The undersigned (hereinafter referred to as the Applicant) petitions **Accudata Credit Systems LLC** for the use of its services upon the basis outlined below, and if accepted by **Accudata Credit Systems LLC** as a member user of service, agrees that the following shall constitute the service contract between the Applicant and **Accudata Credit Systems LLC**

### **THE APPLICANT CERTIFIES AND AGREES:**

That Applicant will comply with all the provisions of Public Law 91-508 (Fair Credit Reporting Act).

That information will be requested only for the Applicant's exclusive use. FCRA Requirements:

- (A) That each time a request for information or a credit report is made of **Accudata Credit Systems LLC**, the Applicant's representative authorized to make such a request will use the information or report solely for a permissible purpose, namely:
- (B) In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to , or review or collection of an account of, the consumer; or
- (C) For employment purposes; and Applicant agrees to make the employment certification below; or
- (D) In connection with the underwriting of insurance involving the consumer; or
- (E) In connection with a legitimate business need for the information in connection with a business transaction initiated by the consumer or to review an account to determine whether the consumer continues to meet the terms of the account; and the Applicant agrees to identify to **Accudata Credit Systems LLC** each request at the time such report is ordered, and to certify the legitimate business need for such report; or
- (F) In connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status; or
- (G) As a potential servicer or investor, or current insurer, in connection with a valuation of, or assessment of the credit or prepayment risks associated with, an existing credit obligation.

**Reports on employees will be requested only by the Applicant's designated representatives. Employees will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties.**

That each time a request for information or credit report is made of **Accudata Credit Systems LLC** for employment purposes it will comply with §604 of the FCRA, namely: (1) the consumer has been given a clear and conspicuous written notice, in advance (in a document that consists solely of the disclosure), that a consumer report may be requested for employment purposes; (2) the consumer has authorized the Applicant, in writing, to procure the report; (3) the information in the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation; (4) before taking adverse action, in whole or in part on the report, Applicant will provide the consumer a copy of the report and a description of the consumer's rights under the FCRA.

(Public Law 91-508 provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code, or imprisoned not more that two years, or both)

### **USE OF CRIMINAL RECORDS**

Applicant hereby agrees that if criminal records are to be requested from Accudata Credit Systems LLC, that the consumer will be informed of such request prior to ordering criminal histories from Accudata Credit Systems LLC Applicant understands that the criminal information received from Accudata Credit Systems LLC, is obtained from outside sources. Applicant further agrees that the information is obtained and managed by fallible human sources, and that, for the fee charged, Accudata Credit Systems LLC cannot guarantee, nor will be liable for the accuracy or the depth of information provided, regardless of the origin or the inaccuracies.

**Applicant may discuss information received from Accudata Credit Systems LLC with the consumer in the event Applicant declines or takes adverse action regarding the consumer. In the event of disclosure to the consumer by Applicant, Accudata Credit Systems LLC shall be held harmless from any liability, damages, cost or expense including reasonable attorney's fees resulting therefrom. Accudata Credit Systems LLC shall not be liable in any manner whatsoever for any loss or injury to Applicant resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information, such information being**

based, however, upon reports obtained from sources considered by **Accudata Credit Systems LLC** to be reliable

To pay upon receipt of billing for the report or reports which the Applicant hereby requests **Accudata Credit Systems LLC** to furnish, and for any and all reports or information subsequently requested, according to the regular member rate schedule of charges now or subsequently established by Accudata Credit System, Inc., plus the charges now or subsequently established by **Accudata Credit Systems LLC**, plus the charges for any special telephone or telefax services or other special services rendered.

**THE CREDIT BUREAU AGREES:**

To maintain files on individuals, firms or corporations, recording information furnished by its members or subscribers or obtained from other available sources.

To furnish all available pertinent information on individuals, firms or corporations, including but not limited to: identifying information, credit history, and employment and

public record information in file. Such information is being furnished at the special request of Applicant, as evidenced by the signature of this application.

**Accudata Credit Systems LLC** will not provide a record of inquiries in connection with credit or insurance transaction not initiated by the consumer.

*IT IS MUTUALLY AGREED that this service contract, if accepted by **Accudata Credit Systems LLC**, shall remain in force and effect for one year and thereafter, from year to year, on the same basis as set forth herein until written notice of cancellation shall be given by either party at least 10 days prior to cancellation. Pricing is subject to a 30 day written notice of change. It is further agreed, however, that if the applicant is delinquent in the payment of the charges, or is guilty of violating the terms of this contract, **Accudata Credit Systems LLC** may, at its election, discontinue providing service to the Applicant and cancel this contract immediately by written notice to the Applicant.*

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

By: \_\_\_\_\_  
Name (Type or Print)

Type of Business \_\_\_\_\_

Title: \_\_\_\_\_  
(Owner, Partner or Manager)

Telephone: \_\_\_\_\_

Address 1: \_\_\_\_\_  
(Location)

Fax: \_\_\_\_\_

Address 2: \_\_\_\_\_  
(Mailing)

Signed By: \_\_\_\_\_

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

City: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted by <b>Accudata Credit Systems LLC</b> names below:		
By _____	Title _____	Date _____
Member Identification Number Assigned: _____		
Billing Identification Number Assigned: _____		
Agent Name: _____		
PROVIDE APPLICANT WITH A NOTICE OF RESPONSIBILITIES UNDER FCRA		

**GENERAL COMPANY INFORMATION**

Please print clearly and legibly to ensure accurate and timely processing.

Association Name (list all dba's): \_\_\_\_\_

Ownership Type (Check one):  Sole Owner  Partnership  Corporation  LLC  Nonprofit  Gov't Agency

Date the association was established: \_\_\_ / \_\_\_ / \_\_\_ **\*\*Attach Copy of County/City or State Business License\*\***

Provide Federal ID #: \_\_\_\_\_ &/or Secretary of State Charter #: \_\_\_\_\_

Have you previously applied or have been an Accudata Member?  NO  YES

Physical Location Address: \_\_\_\_\_

Mailing Address (list PO Box here): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone # ( \_\_\_\_\_ ) \_\_\_\_\_ Fax #( \_\_\_\_\_ ) \_\_\_\_\_

Is this a residential address?  NO  YES

Billing Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone # ( \_\_\_\_\_ ) \_\_\_\_\_ Fax #( \_\_\_\_\_ ) \_\_\_\_\_

Billing Contact (name of individual): \_\_\_\_\_

Billing Email Address: \_\_\_\_\_

*\*Monthly invoices will be emailed to this address provided above.\**

Describe the purpose for which the information obtained from Accudata will be used:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever had a complaint filed against you with the Federal Trade Commission for violation of the FCRA?

NO  YES If YES please provide date of complaint: \_\_\_\_\_

Client agrees to comply with all provisions of Public Law 91-508 (Fair Credit Reporting Act). Specifically to the Permissible Purpose of obtaining credit history, that being:

- ✓ **Employment purpose \***  
**Refer to FCRA for Specific Requirements of Section 604 “(b) Conditions for Furnishing and Using Consumer Reports for Employment Purposes....”\***
- The extension of credit
- The review or collection of an account
- Insurance Underwriting
- Eligibility for a license (governmental)

Employees will not attempt to obtain reports on themselves, associates or any other person except in the exercise of their official duties and within compliance of the Fair Credit Reporting Act. To do so subjects you to cancellation of contract and possible legal action. I have read and understand the "FCRA Requirements" notice and "Access Security Requirements" and will take all reasonable measures to enforce them within my facility.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

# Internet Site Administrator Access Form

The following is a listing of personnel who are authorized to access XPERT On-line under the requirements of the current agreement with Accudata Credit Systems LLC. The site administrator must notify Accudata Credit Systems LLC within **72 hours** of any personnel changes to this listing.

## *Site Administrator:*

\_\_\_\_\_

**Please Print Name**

\_\_\_\_\_

E-Mail Address

## *Authorized User(s):*

\_\_\_\_\_

**Please Print Name**

\_\_\_\_\_

E-Mail Address

\_\_\_\_\_

**Please Print Name**

\_\_\_\_\_

E-Mail Address

\_\_\_\_\_

**Please Print Name**

\_\_\_\_\_

E-Mail Address

\_\_\_\_\_

**Please Print Name**

\_\_\_\_\_

E-Mail Address

\_\_\_\_\_

**Please Print Name**

\_\_\_\_\_

E-Mail Address

# Accudata Access Security Requirements

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer credit reports. In signing the Accudata Access Security Requirement, you agree to follow these measures.

1. You must protect you Client ID number and password so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post the information in any manner within your facility.
2. System access software, whether developed by your company or purchased from a third party vendor, must have your Accudata Credit Systems LLC account number and password "hidden" or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique logon password.
3. Do not discuss your account number and password by telephone with any unknown caller, even if the caller claims to be a representative or employee of Consumer Credit Agency.
4. Restrict the ability to obtain credit to a few key personnel.
5. Place all terminal devices used to obtain credit information in a secure location within your facility. You should secure these devices so that unauthorized persons cannot easily access them.
6. After normal business hours, be sure to turn off and lock all devices or systems used to obtain credit information.
7. Secure hard copies and electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.
8. Shred or destroy all hard copy consumer reports when no longer needed.
9. Erase or scramble electronic files containing consumer information when no longer needed and when applicable regulations(s) permit destruction.
10. Make all employees aware that your company can access credit information only for the permissible purposes listed in the Permissible Purpose Information section of your membership application. Your employees may not access their own report or the report of a family member or friend if your company does not have permissible purpose.
11. By agreeing to this document you agree to release Accudata Credit Systems LLC, Experian, Equifax, and TransUnion from any litigation, damages, and liabilities arising from supplying credit reports to you and further agree to comply with the FCRA, FACTA and this Access Security Requirements/Service Agreement in it's entirety.

*Record Retention: It is important that you keep credit/employment applications for a reasonable period of time. This will help to facilitate the investigative process if the consumer claims your company inappropriately accessed their credit report. (Note: The [Federal Equal Credit Opportunity Act](#) states that an employer must preserve all written or recorded information connected with an application for 25 months.)*

*"Under Section 621 (a) (2) (A) of the [FCRA](#), any person that violates any of the provisions of the [FCRA or FACTA](#) may be liable for a civil penalty of not more than \$2,500 per violation." I have read and understand the Access Security Requirements and will take all reasonable measures to enforce them within my facility.*

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

# Billing Agent Agreement & Disclosure

This BILLING AGENT AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between the undersigned association; \_\_\_\_\_, (hereinafter referred to as "Association") whose principal place of business is located at \_\_\_\_\_ and Accudata Credit Systems LLC whose principal place of business is 1002 Diamond Ridge Suite 500, Jefferson City, MO 65109 with respect to the billing of pre-employment screening service.

**Service Disclosure:** Accudata Credit Systems LLC will provide the members of the Association online access to pre-employment screening reports only after a service agreement is completed and approved by Accudata Credit Systems LLC by each member requesting access. Association agrees not to state, imply, advertise, or provide the assumption that the Association is a re-seller or provider of consumer data. Association's role will only be as a billing agent for Accudata Credit Systems LLC. Association agrees to disclose to all parties that Accudata Credit Systems LLC is the data processor. All access will be re-directed by a link posted on the Association website www.\_\_\_\_\_ that will direct the member(s) to www.xpertonline.com

**Fees and Agreements:** Each member of the Association will be required to submit a membership agreement and service agreement with Accudata Credit Systems LLC prior to obtaining access. Association agrees to be the primary billing agent for all members and to submit one monthly payment for the fees that have been established under the membership agreement and billing agent agreement on or before the 15<sup>th</sup> day of each month. Invoices are emailed on the first business day of each month and are subject to late fees, penalties and cancellation of agreements if not satisfied by the agreed terms.

**No Third Party Beneficiaries or Assignment:** This Agreement is made for the exclusive benefit of the Association and Accudata Credit Systems LLC. No third party has any rights under this Billing Agent Agreement or assignment without prior written consent.

**Marketing Materials:** Any marketing materials or advertising cannot be used without first submitting a sample to Accudata Credit Systems LLC and obtaining written or verbal approval. Association agrees not to create, publish, transmit or distribute, under any circumstances, any bulk electronic mail messages that would be considered as SPAM. Materials provided by Accudata Credit Systems LLC to Association, will not knowingly contain libelous, injurious, or unlawful materials. Both parties acknowledge that during the course of business Accudata Credit Systems LLC may disclose to the Association a substantial amount of proprietary information. The Association fully understands that the maintenance of such information must be held in strict confidence and recognizes that all records and copies of records touching Accudata Credit Systems LLC operations and business processes are not to be provided to any other agency that could be construed as a current or future competitor of Accudata Credit Systems LLC.

**Limitation of Liability:** Accudata Credit Systems LLC We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: actions or omissions, negligence or breach of any agreement; any accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; or the actions of others or causes that are beyond our reasonable control. Accudata Credit Systems LLC will not be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of our actions or omissions.

IT IS MUTUALLY AGREED that this service contract shall remain in force and effect for \_\_\_\_\_ year(s) and thereafter, from year to year, on the same basis as set forth herein until written notice of cancellation shall be given by either party at least 10 days prior to cancellation, or by mutual consent of both parties.

By signing below, the undersigned confirm that they are authorized to execute this Billing Agent Agreement on behalf of the Association and Accudata Credit Systems LLC and that a resolution or similar action taken by the Association to approve this Billing Agent Agreement has been approved by its governing body.

Association:

\_\_\_\_\_

Accudata Credit Systems LLC

Name:

\_\_\_\_\_

Name:

\_\_\_\_\_

Signature/Title:

\_\_\_\_\_

Signature/Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_