



AAA Credit Screening Services, L.L.C. - Client Service Agreement

\*\*\* To be completed by real estate company, agent, landlord, or business requesting credit check \*\*\*

This agreement is between AAA Credit Screening Services, L.L.C. and the Client whose signature appears below.

- Client certifies that it is a \_\_\_\_\_ and has a permissible purpose for obtaining consumer reports. The credit reports ordered under this service agreement are solely for purposes allowed under the **Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. Including, without limitation, all amendments thereto ("FCRA"). The end user certifies its permissible purpose as:**  
including one or more of the following (check all that apply): ☐ extending credit, ☐ in accordance with the written instructions of the consumer,  
☐ employment purposes, including but not limited to, hiring, promotion, reassignment or retention  
☐ tenant screening, ☐ review or collection of an account,  
☐ as a potential investor, servicer, or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks  
☐ in connection with some other legitimate business transaction. (Please specify below.)

- Client agrees to use each Consumer Report for only a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based upon the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, End User shall not disclose to consumers or any third party, any and all such scores provided under such agreement, unless clearly required by law. Client agrees to inform the consumer when denying credit based on a credit bureau report. The Client agrees not to provide a copy of the credit report to the subject of the report; (except to the extent that disclosure to others is required by law) instead Client shall refer the subject to the office or bureau identified on the consumer credit report.
- End User may request TransUnion Scores, which shall include the VantageScore (collectively "TransUnion Scores" or "Scores") in connection with the delivery of a consumer report obtained hereunder. TransUnion agrees to perform such processing as reasonably practicable. End User shall use Scores provided in connection with the delivery of a consumer report only in accordance with its permissible purpose under the FCRA certified at the time of its request for such Scores. End User will request Scores only for End User's exclusive, one-time use. End User may store Scores solely for End User's own use in furtherance of End User's original purpose for obtaining the Scores.

Adverse Action Factors. End User recognizes that factors other than the Score may be considered in making a decision as to a consumer. Such other factors include, but are not limited to, the consumer report, the individual account history, application information, and economic factors. Score reason codes may be provided to the End User, which are designed to indicate the principal factors that contributed to the Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). The TransUnion Score itself, when accompanied by the corresponding reason codes, may also be disclosed to the consumer who is the subject of the TransUnion Score. However, the TransUnion Score itself may not be used as the reason for adverse action under Reg. B.

End User shall not use any Scores for model development or model calibration and shall not reverse engineer any Scores. TransUnion Scores are proprietary to TransUnion and shall not be disclosed to any other third party without TransUnion's prior written consent, except as expressly permitted herein or where clearly required by law. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, or reproduced, and may never be disclosed, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of End User with a need to know and in the course of their employment; (ii) to those agents and contractors of End User who have a need to know in connection with End User's use of the Scores as permitted hereunder and who have executed a written agreement that limits the use of the Scores by the third party only to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score, when in connection with an adverse action notice; (iv) to government regulatory agencies; or (v) as required by law. For the purpose of this Section, "Person" shall mean an individual, a partnership, a corporation, a limited liability company, a trust, a joint venture, an unincorporated organization and any Government Authority. For the purpose of this Section, "Government Authority" means any national, provincial, state, municipal, local or foreign government, ministry, department, commission, board, bureau, agency, authority, instrumentality, unit, or taxing authority thereof.

Scores without Score Factors or Adverse Action Codes. Scores without score factors or adverse action codes may be made available to End User in conjunction with End User's request for Consumer Reports. End User hereby represents and warrants that when End User requests Scores without score factors or adverse action codes, End User shall not use such Scores, nor any information derived therefrom: (i) to take any adverse action as to any individual consumer; or, (ii) except for prioritization of collection of a credit account, in connection with the collection of an account, when such use is consistent with the permissible purpose certified by End User to obtain such Score(s).

TransUnion Score Performance. Certain TransUnion Scores are implemented with standard minimum exclusion criteria. TransUnion shall not be liable to End User for any claim, injury, or damage suffered directly or indirectly by End User as a result of any EndUser requested changes to the exclusion criteria which result in normally excluded records being scored by such TransUnion Scores. TransUnion warrants that the scoring algorithms used in the computation of the scoring services provided under this Agreement ("Models"), are empirically derived from credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the purpose of the TransUnion Scores when applied to the population for which they were developed, and that no scoring algorithm used by a TransUnion Score uses a "prohibited basis" as defined in ECOA and Reg. B promulgated thereunder. The TransUnion Score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.

- Client understands that the information on the credit reports and other reports provided under this agreement is not guaranteed to be accurate but is reported as supplied by third party sources.**
- Client agrees to release and indemnify AAA Credit Screening Services, L.L.C., as well as their officers and employees from all liability arising from the Client's unauthorized access, improper use, or reliance on consumer credit information provided by AAA Credit Screening Services, L.L.C. pursuant to this agreement. Client further agrees to release and indemnify CSC, Equifax, their parent, sister, and affiliate entities, as well as their officers, employees, contractors, and agents from all liability arising from the Client's unauthorized access, improper use, or reliance on consumer credit information provided by AAA Credit Screening Services, L.L.C. pursuant to this agreement.

- Client agrees that there are no written or oral understandings that are not fully expressed in this agreement.
- Client agrees to make no credit-granting, insurance, or employment decisions based on a SAFESCAN message alone, since the information supplied from the SAFESCAN system may or may not apply to the consumer who has made the application and SAFESCAN messages are merely an indication that the Client should thoroughly verify application information before making a decision.
- Client acknowledges that Client is required to comply with the Equal Credit Opportunity Act, 15 U.S.C. 1691 et seq., and Regulation B, 12 C.F.R. pt. 202 , which regulate a credit grantor's use of information such as Risk Scores.
- Client certifies that any credit reports ordered are with the subject(s)' prior written permission. Client agrees to keep the authorization on file for a minimum of 5 years.
- Client understands that the FCRA 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, United States Code, imprisoned for not more than 2 years, or both.
- Client agrees to verify the identity of their applicants by checking driver's license or other picture ID.
- With just cause, such as violation of the terms of the End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User's agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.
- Client shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose. End User shall comply with any federal and state laws which may restrict or ban the use of Consumer Report for Employment Purposes.
  - End User Certifies that it will not request a Consumer Report for Employment Purposes unless:
    - A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for Employment Purposes.
    - The consumer has authorized in writing the procurement of the report,
    - Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
  - End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide consumer with:
    - a copy of the Consumer Report for Employment Purposes, and
    - a copy of the Consumer's rights, in the format approved by the Federal Trade Commission
- Client shall use Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision
- Client certifies that End User shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for End User's exclusive one-time use. End User shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Consumer Reports in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.

Client Name: \_\_\_\_\_ S.S.N. or Tax I.D. Number: \_\_\_\_\_

I certify I have direct knowledge of all facts included in this Client Service Agreement: Signature: \_\_\_\_\_

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

### Letter of Intent

Nature of business: \_\_\_\_\_

Intended use for services: \_\_\_\_\_

Anticipated Monthly Volume: \_\_\_\_\_

Access will be primarily (circle one):      LOCAL      REGIONAL      NATIONAL

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**AAA CREDIT SCREENING SERVICES**

**17041 El Camino Real #102**

**Houston, Texas 77058**

**Phone: (281) 282-0447**

**Toll Free: (888) 282-0447**

**Fax: (281) 286-7128**

**PAYMENT INFORMATION**

Circle One:

Check Draft

Bill Monthly

Master Card

Visa

Discover

AMEX

Account #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ CVV \_\_\_\_\_

Name (As it appears on card or check): \_\_\_\_\_

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Daytime phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_ Home phone#: \_\_\_\_\_

Return Email: \_\_\_\_\_

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

**\* All orders must include a signature to be processed.**

**\*\* Client agreement must be completed and submitted only once.**

**\*\*\* First time orders must include a copy of client's real estate license or driver's license. Thank You!**