



**PARTNERS**  
CREDIT & VERIFICATION SOLUTIONS

phone : 888-895-5145  
fax : 888-895-5146  
web : www.partnerscredit.com

65 E. Wacker Place Suite 1405  
Chicago, IL 60601

## CUSTOMER APPLICATION

### Company Information (all information is required)

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

Address (no PO Box): \_\_\_\_\_

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

Address Type:  Commercial  Residential Time at Address: \_\_\_\_ Yr. \_\_\_\_ Mo.

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: \_\_\_\_\_

Nature of Business (bank, mortgage broker, credit union, etc.): \_\_\_\_\_

Date Established: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Federal Employer ID (EIN): \_\_\_\_\_

LOS: \_\_\_\_\_ Est. Monthly Volume: \_\_\_\_\_ Reports

Ownership:  Sole Proprietorship  Partnership  Corporation  LLC  Non-Profit

Customer Base:  Local  Regional  National Membership:  FDIC  NCUA

### Company Primary Contact

*Serves as customer's company-level main point of contact regarding updates to service agreements and addendums, important company-wide service announcements, customer audits, etc.*

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### References

Bank Name: \_\_\_\_\_

Account Number: \_\_\_\_\_ Date Opened: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Contact: \_\_\_\_\_

Creditor Name: \_\_\_\_\_

Account Number: \_\_\_\_\_ Date Opened: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Contact: \_\_\_\_\_



## SERVICE AGREEMENT

This Service Agreement ("Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") entered into by and between Partners Credit & Verification Solutions ("Partners"), a California company with an address located at 65 E. Wacker Place, Suite 1405, Chicago, IL 60601 and \_\_\_\_\_, a \_\_\_\_\_ company located at \_\_\_\_\_ ("Company").

Company requests the Services upon the basis outlined below, and if accepted by Partners as a customer, agrees that the following shall constitute an enforceable contract between the Company and Partners.

### 1. SERVICES.

- (a) Partners is a consumer reporting agency ("CRA") that is in the business of selling "Consumer Reports" (as that term is defined in the Fair Credit Reporting Act ("FCRA")) and other products and services (collectively, the "Services").
- (b) Partners agrees to provide Company with Services, including Consumer Reports, on individuals, firms or corporations, including but not limited to identifying information, credit history, employment and public record information, in file, such information being furnished at the special request of Company.

### 2. TERMS OF SERVICE.

- (a) Company warrants that it is a \_\_\_\_\_ (type of business) and has a legitimate business purpose for obtaining Services. Information obtained by Company's use of Services will not be shared with any person, firm, or entity that does not have a legitimate business purpose for accessing the information.
- (b) Company will obtain the authorization of the consumer prior to obtaining a Consumer Report on the consumer. Company will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
- (c) The Services will be requested only for Company's exclusive use. COMPANY WILL NOT RESELL THE SERVICES TO ANY THIRD PARTY.
- (d) Company shall use each of the Services only for a one-time use and shall hold any Consumer Report in strict confidence, and not disclose it to any third parties; provided, however, that Company may, but is not required to, disclose a Consumer Report to the subject of the report in connection with an adverse action based on the report.
- (e) Only designated representatives of Company will request Services, and Company's employees shall not obtain Consumer Reports for themselves, associates, or any other person except in the exercise of their official duties.
- (f) Company warrants that it will take reasonable measures to ensure consumer information supplied in requesting Services is accurate and complete. Company understands that knowingly supplying fraudulent information in requesting Services is cause for termination of this Agreement, and may further warrant legal action and / or referral to federal, state, or local regulatory authorities.
- (g) Company understands that regulatory entities or third parties may periodically audit Company directly or via Partners regarding compliance with the FCRA and industry regulations and requirements. Audits will require Company to provide documentation as to permissible use and authorization of particular Consumer Reports. Company will provide full cooperation during audits and will be responsible for assuring full cooperation of its employees. Violations discovered in the course of an audit are subject to immediate action including, but not limited to, termination of service agreement, legal action, and referral to federal or state regulatory authorities.



- (h) Company acknowledges that Partners will use its reasonable best efforts to process specific requests for Services, but makes no representation or warranty that it can handle every Services request.

3. ACCESS AND INFORMATION SECURITY.

- (a) Company will maintain internal procedures to minimize the risk of unauthorized disclosure of the Services, including following the internal controls outlined in ***Access Security Requirements***, a copy of which has been provided to the Company by Partners in conjunction with the Agreement.
- (b) Company shall implement and maintain a comprehensive information security program that contains administrative, technical, and physical safeguards that are appropriate to the client's size and complexity, the nature and scope of its activities, and the sensitivity of the information being utilized; and that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) insure the security and confidentiality of the information utilized, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.

4. FAIR CREDIT REPORTING ACT.

- (a) Company is familiar and complies with all of the applicable provisions of the FCRA and all other applicable state and federal laws applicable to consumer information.
- (b) Both parties represent that in accordance with the FCRA and the Federal Trade Commission (FTC) Final Rule (16 CFR Part 682) that they have implemented reasonable measures to protect against unauthorized access or use of the information in connection with the disposal of consumer information as that term is defined in the FTC Final Rule.
- (c) THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CRA UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
- (d) ANY PERSON WHO VIOLATES ANY OF THE PROVISIONS OF THE FCRA MAY BE LIABLE FOR MONETARY DAMAGES AND FINES.

5. CONFIDENTIAL INFORMATION.

- (a) Each party agrees that information concerning the other party's business (including that of all corporate affiliates and subcontractors) is "Confidential Information" and proprietary to that party and shall be maintained in confidence and not disclosed, used or duplicated, except as described in this section. Confidential Information may include, without limitation, lists of, or other information relating to and identified with customers, former or prospective customers or applicants, business volumes or usage, financial information, pricing information, information related to mergers or acquisitions, security procedures, information concerning business plans or business strategy, patent, copyright, trade secret, and other proprietary information, software and software documentation, data, inventions, know-how, processes, information related to the party's current, future, and proposed products and services, and the subject matter of this Agreement. Confidential Information does not include information that is generally known or available to the public or that is not treated as confidential by the disclosing party, provided, however, that this exception shall not apply to any publicly available information to the extent that the disclosure or sharing of the information by one or both parties is subject to any limitation, restriction, consent, or notification requirement under any applicable federal or state information privacy law or regulation. Confidential Information includes at all times, a consumer's personal identifying information, such as, but not limited to, social security number, date of birth, and driver's license.



(b) Both parties agree to protect Confidential Information and may only disclose such information to its employees having a need to know and who are otherwise bound by confidentiality obligations at least as restrictive as those contained in this Agreement. Both parties shall use the same care to prevent disclosure of Confidential Information as it uses with respect to its own Confidential Information. The receiving party may use Confidential Information only in connection with performance under this Agreement. Except as described in this Agreement, the receiving party shall not copy Confidential Information or disclose Confidential Information to persons who do not need Confidential Information in order to perform under this Agreement.

6. NONPUBLIC PERSONAL INFORMATION.

Both parties shall comply with Title V of the Gramm-Leach-Bliley Act ("GLB Act") (15 U.S.C. § 6801) and the implementing regulations and will not use or disclose any nonpublic personal information ("Personal Information") furnished to the other except in accordance with the GLB Act or the FCRA. Both parties represent that they have established and maintain appropriate measures designed to meet the objectives outlined in the Interagency Guidelines Establishing Standards for Safeguarding Customer Information set forth in 501 and 505 of the GLB Act (15 U.S.C. § 6801 and § 6805). The parties have in place programs designed to ensure the security and confidentiality of the Personal Information, to protect against any anticipated threats or hazards to the security or integrity of the Personal Information and to protect against unauthorized access to or use of such Personal Information.

7. UNLAWFUL USE.

Company specifically and unconditionally agrees to fully indemnify and reimburse Partners for all costs, liabilities or other losses arising from the improper, unauthorized, or otherwise unlawful use of any usernames, passwords, or access codes associated with Company's Partners network account, Company's breach of the Confidentiality provisions contained within Paragraph 5 herein, Company's breach of this Agreement, or Company's violation of any applicable laws and regulations (collectively referred to herein as "Unlawful Use"). In particular, Company specifically and unconditionally agrees to reimburse and indemnify Partners for ALL COSTS, including reasonable attorneys' fees, that Partners incurs as a result of Company's Unlawful Use, including the unauthorized, illegal, fraudulent or otherwise improper use of Company's passwords or security credentials to gain access to consumer data held by any data provider, including the three national credit information repositories / bureaus, (Equifax, Experian, and TransUnion) or any other sensitive consumer data. In the event of such Unlawful Use of Company's passwords to gain access to consumer data, Partners is required by law to initiate a number of security measures to protect affected consumers, including but not limited to, purchase of fraud monitoring products for such consumers, regulatory, administrative and attorney reviews of the incident and compliance measures, as well as consumer notification, and notification to and cooperation with appropriate federal, state and local law enforcement. ANY AND ALL COSTS, INCLUDING ATTORNEYS' FEES, ASSOCIATED WITH SUCH MEASURES, INCURRED BY PARTNERS, SHALL BE BORN BY COMPANY WITHOUT LIMITATION. In the event of such Unlawful Use, Partners will provide a detailed accounting of Partners incurred costs to the Company with a demand for payment. Company hereby agrees that in such an event it shall reimburse Partners within 30 calendar days of the demand and accounting. In addition, following the Unlawful Use, Company's access to the Partners network may be suspended indefinitely or permanently, pending the outcome of any investigation into the incident by law enforcement or any affected private party. In no event shall Partners bear any liability for losses incurred by Company during such a suspension period, or resulting from said suspension in any way.



8. BACKGROUND CHECKS.

Company represents and warrants that it maintains comprehensive hiring policies and procedures which include, among other things, a background check conducted in accordance with the requirements of applicable law for all staff who may have access to personal consumer information.

9. TERM AND TERMINATION.

This Agreement shall remain in force and effect for one year and thereafter, from year to year, on the same basis as set forth herein. Written notice by either party to the other will terminate this agreement effective ten (10) days after the date of that notice, but the obligations set forth in Paragraphs 2, 4-7, 10-11, 13, 16, 18-22 herein will remain in force. It is further agreed, however, that if the Company is delinquent in the payment of the monthly charges, or is suspected of violating the terms of this Agreement, or if there is a material change in existing legal or regulatory requirements which adversely affects this Agreement, Partners may, at its election, suspend providing services to the Company indefinitely.

10. PRICING AND PAYMENT.

Pricing and payment terms are described in a separate Pricing Confirmation Letter. Partners shall have the right to recover expenses, including collection costs and reasonable attorney's fees incurred in collecting overdue amounts.

11. OWNERSHIP OF INTELLECTUAL PROPERTY.

(a) Partners expressly retains all right, title and interest in all patents, copyrights, trademarks, trade names, trade dress, trade secrets, service marks, licenses, know-how and other legally cognizable intellectual property rights that arise out of or are in any way related to Partners products and services (collectively, "Intellectual Property"). Company acknowledges that all Intellectual Property is owned solely and exclusively by Partners.

(b) Company shall not use the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Partners, other third party suppliers of Partners, including but not limited to Equifax, Experian, and TransUnion, or any affiliates of the aforementioned without prior consent.

12. AMENDMENTS.

Partners reserves the right to revise the terms, conditions, or pricing under this Agreement and / or associated Addendums in order to meet any requirement imposed by federal, state, or local law, rule or regulation, or to address matters concerning privacy and confidentiality, and Company agrees to be bound by electronic disclosure of such updates. If at any time during the duration of this business relationship the undersigned party becomes no longer affiliated with Company, Partners reserves the right to suspend the account immediately until a new Agreement is signed by a valid representative of the Company.

13. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or representations. No modification of this Agreement (including any additional or different terms) shall be binding unless agreed to in writing.

14. ASSIGNMENT.

This Agreement is not assignable to any other party regardless of circumstances, including change of ownership or control of business without prior consent of Partners. Company must notify Partners of any changes in ownership, business name, or business locations. These changes may require additional documentation and assurances to Partners.



15. MONITORING.

Partners will monitor Company on an ongoing basis to assure the continued compliance with the requirements of the Agreement.

16. WAIVER.

No course of dealing or failure by Partners to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition.

17. GOVERNING LAW: JURISDICTION.

This Agreement shall be governed by and construed in accordance with the laws of the state of California, without reference to the principles of conflict of laws of such state.

18. FORCE MAJEURE.

Neither party to this Agreement shall be considered to be in default of its obligation under this Agreement to the extent that failure to perform any such obligation arises from causes beyond the control and without the fault or negligence of the affected party. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failures, earthquakes, and other disasters.

19. SEVERABILITY.

If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

20. RELEASE WITH RESPECT TO SERVICES PERFORMED.

Company acknowledges that Partners' suppliers maintain databases updated on a periodic basis and that Partners' suppliers do not undertake a separate investigation for each inquiry or request for Services made by Company. Company acknowledges that the prices charged for the Services are based upon the expectation: (a) that the risk of any loss or injury that may be incurred by use of the Services will be borne by Company and not by Partners or its suppliers; and (b) that neither Partners nor any of its suppliers are an insurer or guarantor of the accuracy or reliability of the Services. NEITHER PARTNERS NOR ITS SUPPLIERS GUARANTEES OR WARRANTS THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, INFORMATION IN THE SERVICES OR THE MEDIA ON OR THROUGH WHICH THE SERVICES ARE PROVIDED. NEITHER PARTNERS NOR ITS SUPPLIERS, INCLUDING, BUT NOT LIMITED TO, EQUIFAX, EXPERIAN, AND TRANSUNION, SHALL BE LIABLE TO COMPANY FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF PARTNERS AND ITS SUPPLIERS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE SERVICES OR INFORMATION THEREIN.

21. INDEMNIFICATION.

Company releases, indemnifies, defends and holds Partners, its suppliers, including, but not limited to, Equifax, Experian, and TransUnion, and each of their respective officers, directors, employees, contractors, agents, subscribers or affiliates, harmless from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable attorneys' fees and costs, which may be asserted against or incurred by any indemnified person, arising out of, resulting from or threatening to result from: (a) the access to, or the use, disclosure, sale or transfer of, or the reliance on, the Services provided by Partners by Company; (b) any inaccuracies contained in any credit or other information; (c) violations of the FCRA or other applicable state and federal laws and regulations due to the acts or omissions of Company; (d) any breach or nonperformance by Company of any obligations to be performed by Company under this Agreement (including without limitation any improper or unauthorized



access to or disclosure of information obtained via any Company account code / password or system); (e) Company's negligence, malfeasance, or tortuous conduct; Company acknowledges that the Services are furnished in reliance upon Company's indemnities and covenants under this Agreement. Such indemnities and covenants shall survive any termination or expiration of this Agreement.

22. DISCLAIMER OF WARRANTIES.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER AGREEMENT, UNDER NO CIRCUMSTANCES WILL PARTNERS OR ANY OF ITS SUPPLIERS, INCLUDING, BUT NOT LIMITED TO, EQUIFAX, EXPERIAN, AND TRANSUNION, HAVE ANY OBLIGATION OR LIABILITY TO COMPANY'S CLIENTS, CUSTOMERS OR ANY OTHER THIRD PARTY HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE: (a) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY A THIRD PARTY, REGARDLESS OF HOW SUCH DAMAGES, WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF PARTNERS OR ITS SUPPLIERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) FOR ANY PUNITIVE OR EXEMPLARY DAMAGES.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Effective Date.

\_\_\_\_\_  
Company

PARTNERS CREDIT & VERIFICATION SOLUTIONS  
Consumer Reporting Agency

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date