



Merchants Credit Bureau

Application For Membership And Service Contract

In order to cooperate with other business and professional people in the confidential dissemination of credit information, the undersigned (hereinafter referred to as the Applicant) petitions the Credit Bureau named below (hereinafter referred to as the Credit Bureau) for the use of its services upon the basis outlined below, and if accepted by said Credit Bureau as a member or subscriber, agrees that the following shall constitute a service contract between the Applicant and the Credit Bureau.

THE APPLICANT CERTIFIES AND AGREES:

The Applicant will comply with all the provisions of Public Law 91-508 (Fair Credit Reporting Act) and all other applicable statutes, both state and federal.

Subscriber certifies that it will request consumer reports pursuant to procedures prescribed by Reseller from time to time only for permissible purpose certified below, and will use the reports obtained for no other purpose.

- (A) 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 connection of an account of, the consumer, or
- (B) For employment purposes; and Applicant agrees to make the employment certification below; or
- (C) In connection with the underwriting of insurance involving the consumer; where written permission of the consumer has been obtained; or
- (D) 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 the Credit Bureau each request at the time such report is ordered, and to certify the legitimate business need for such report; or
- (E) 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
- (F) As a potential investor or servicer, or current insurer, in connection with a valuation of, or an 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 on a credit report is made of the Credit Bureau 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 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 from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code, or imprisoned not more than two years, or both.)

Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.

Subscriber agrees that it shall use Consumer Report only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties; provided, however, that Subscriber may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report.

With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, Reseller may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

That Applicant will provide prompt, accurate and complete information at the time of transmission and will comply with §623 of the FCRA.

Applicant may discuss information received from Credit Bureau 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, the Credit Bureau shall be held harmless from any liability, damages, cost or expense including reasonable attorney's fees resulting therefrom. The Credit Bureau 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 the Credit Bureau to be reliable.

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 on this application.

The Credit Bureau will not provide a record of inquiries in connection with credit or insurance transactions not initiated by the consumer.

IT IS FURTHER MUTUALLY AGREED that the Credit Bureau and the Applicant shall each be liable to any third party claimant for its own acts of negligence with regard to the performance of its duties hereunder, and each shall indemnify and hold harmless the other for and from all such third party claims arising on account of negligence, or on account of its failure to perform any of its obligations hereunder, and any cost or expense, including reasonable attorney's fees, incurred by the other in connection therewith.

Reseller has access to consumer reports from one or more credit reporting agencies.

Subscriber is a _____ and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) as amended by the Consumer Credit Reporting Act of 1996, hereinafter called "FCRA." The subscriber certifies their permissible purpose.

Member: _____



Address: _____

By: _____

(Name and Title)

(Name)

Phone: _____ Fax: _____

Title: _____

Date: _____

By: _____

Email: _____

Client Code: _____

Merchants Credit Bureau

**955 Greene Street • Augusta, Georgia 30901
(706) 823-6222 • FAX (706) 823-6253 • 1-800-426-5265**

MEMBERSHIP

Merchants Credit Bureau



APPLICATION

955 Greene Street P.O. Box 458 Augusta, GA 30903 (706) 823-6222

Please type or print ALL information requested. This will aid us in processing your application for membership as quickly as possible.

COMPANY NAME: _____

ADDRESS: _____ TELEPHONE: _____

YEAR STARTED: _____

TYPE OF BUSINESS PARTNERSHIP SOLE OWNER CORPORATION

NAME OF PARENT OR AFFILIATE COMPANY _____

ADDRESS _____

PRIMARY CONTACT: _____ TITLE: _____

ALTERNATE CONTACT: _____ TITLE: _____

PURPOSE FOR WHICH CREDIT INFORMATION WILL BE USED _____

TYPE OF BUSINESS _____

SERVICES OFFERED/PRODUCTS SOLD _____

ESTIMATED MONTHLY CREDIT INQUIRIES _____ OTHER CREDIT BUREAUS USED _____

MONTHLY BILLING TO BE SENT TO: _____

NAME

ADDRESS: _____

PRINCIPALS OF THE COMPANY

Principals:

Name _____ Position _____ SS# _____

Home Address _____

Previous Address _____

I certify that I am the person named above. As a principal of _____
authorize Merchants Credit Bureau to review my own personal credit profile to be used only in conjunction with this application for company membership, and agree to act as a personal guarantor.

Signature/Title

Name _____ Position _____ SS# _____

Home Address _____

Previous Address _____

I certify that I am the person named above. As a principal of _____
I authorize Merchants Credit Bureau to review my own personal credit profile to be used only in conjunction with this application for company membership, and agree to act as a personal guarantor.

Signature/Title

REFERENCES

Bank References: _____ Branch _____

Type of Account: _____ Account Number _____

Bank Reference: _____ Branch _____

Type of Account: _____ Account Number _____

Please list three business trade references below. (Please indicate actual address, not post office box numbers.)

Company Name _____ Admin. Phone () _____

Company Address _____

Company Name _____ Admin. Phone () _____

Company Address _____

Company Name _____ Admin. Phone () _____

Company Name _____

Company Address _____ Admin. Phone () _____

I CERTIFY THAT THE ABOVE STATEMENTS ARE ACCURATE. I HAVE READ AND AGREE TO THE FCRA REQUIREMENTS AND ACCESS SECURITY REQUIREMENTS.

By _____

TITLE _____
Owner or Officer

Date: _____