

# Membership Application

ACCUFAX

experian  
affiliate

Date of Application: \_\_\_\_\_

Business Credit Services

Important: **All information must be completed in its entirety.** Please print clearly and legibly to ensure accurate and timely processing.

## General Company Information

Company Name: \_\_\_\_\_ Years in Business \_\_\_\_\_ yrs \_\_\_\_\_ mos.  
Type of Ownership (indicate one):  Partnership  Sole Owner  Nonprofit  Corporation  LLC  
Do you have any other company name(s) or dba?  Yes  No If Yes, please list: \_\_\_\_\_  
Have you previously applied or have been an Experian Member?  Yes  No If Yes, when? \_\_\_\_\_  
Under what business name? \_\_\_\_\_ Previous member number (if known): \_\_\_\_\_

Physical Street Address (**no P.O. box numbers, please**): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ How Long? \_\_\_\_\_ yrs \_\_\_\_\_ mos.  
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Is this a residential address?  Yes  No  
Previous Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ How Long? \_\_\_\_\_ yrs \_\_\_\_\_ mos.  
Do you own or lease the building in which you are located? (please check one)  Own  Lease

## Principal of the Company (If sole owner or partnership, please complete the section below.)

I understand that the information provided below will be used to obtain a consumer credit report, and my creditworthiness may be considered when making a decision to grant membership

Principal name: \_\_\_\_\_  
Title or Position: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Year of Birth: \_\_\_\_\_  
Residential Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

## Affiliated or Parent Company Information

\* **Do you have any branch offices located in the state of California?**  Yes  No

Affiliated or Parent Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

## Business Information (Please tell us about your company.)

Type of Business: \_\_\_\_\_ Do you need a Purchase Order?  Yes  No PO# \_\_\_\_\_  
Do you have an Investigation License?  Yes  No If Yes, please provide a copy with this application.  
Estimated # of Credit Reports you will access monthly: \_\_\_\_\_  
How will you access the Credit Reports?  Personal Computer  Credit Terminal  CPU-CPU  Phone/Fax  
Do you already have a credit reporting software package?  Yes  No If Yes, what is the name? \_\_\_\_\_  
Does your company qualify for sales tax exemptions?  Yes  No If Yes, please provide proof.

**Permissible Purpose/Appropriate Use****(Application will not be processed unless this information is provided.)**Please describe the specific purpose for which Experian product information will be used. (What will you do with the information obtained?)**This section MUST be completed.****Billing Information**

Contact Name: \_\_\_\_\_ Phone: (        ) \_\_\_\_\_

Address: \_\_\_\_\_ Fax: (        ) \_\_\_\_\_

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

**Bank Reference****(Please provide the name of the bank which maintains your business checking account.)**

Bank Name: \_\_\_\_\_ Phone: (        ) \_\_\_\_\_

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

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

Business Checking Account Number(s): \_\_\_\_\_

**The following applies to consumer credit products (i.e. Consumer Credit Reports, Business Owners Profile, and Small Business Intelliscore):**

I have read and understand the “**FCRA Requirements**” notice and Experian’s “**Access Security Requirements**” and will take all reasonable measures to enforce them within my facility. I certify that I will use the Experian product information for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. I will not sell the report to any consumer directly or indirectly. I understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated.

**Important Tax Notice**

You **may disregard** the following Tax Notice, if you are located in one of the following areas: **Arkansas, Connecticut, Hawaii, Maryland, New Mexico, New York, Oklahoma, Pennsylvania, South Carolina, South Dakota, West Virginia, Washington D.C. or Chicago, IL.** The State of Texas charges sales tax for credit reports on Texas consumers. Experian will include the taxes in our billing of any reports ordered with a Texas current address. You may be exempt from these taxes for one of the following reasons: **1.)** Your company does not do business in the State of Texas. **2.)** Your credit report purchases are for resale. **3.)** Your company is exempt from all state taxes. If you are not exempt, you may qualify to pay the taxes directly to the State, rather than to Experian. Please review the exemption certificate that came with this application. **If there is a reason for you to be exempt, complete the Tax Notice and return it to us.**

I certify that I have read the above statements and all information provided is accurate and hereby authorize the **Bank Reference to Release** information to Experian.

\_\_\_\_\_  
Company Name\_\_\_\_\_  
Type or Print Name of Owner or Officer\_\_\_\_\_  
Title**X** \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Date**If you have questions or need additional information, please call 1-800-256-8898.**

Revised 10/98

**ADDENDUM TO ACCUFAX DIV., SOUTHWEST INC.  
BUSINESS INFORMATION SERVICES AGREEMENT  
FOR INTERNET DELIVERY**

This Addendum to ACCUFAX Div., Southwest Inc. Business Information Services Agreement for Internet Delivery (the "Addendum") is made as of \_\_\_\_\_, by and between ACCUFAX Div., Southwest Inc. ("Distributor" or "Reseller"), Experian Information Solutions, Inc. ("Experian") and \_\_\_\_\_ ("Subscriber").

**WHEREAS**, Distributor (or Reseller) and Subscriber have entered into a Business Information Services Agreement, dated \_\_\_\_\_ (the "Agreement") whereby Distributor (or Reseller) provides certain on-line business credit reporting services ("Services") to Subscriber; and

**WHEREAS**, Subscriber has requested access to certain services offered by Experian through an Internet connection ("Internet Credit Delivery Services" or "ICDS"), and Experian desires to allow such access based on Subscriber's and Distributor's (or Reseller's) agreement to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, Experian, Distributor (or Reseller) and Subscriber agree as follows:

1. Subscriber shall obtain Internet access to ICDS only through the individual Subscriber employees who are specifically approved by Experian upon the written request of Subscriber and on the terms and conditions contained in this Addendum (each an "Authorized Employee"). Subscriber shall request Internet access in writing in a form approved by Experian from time to time. Authorized Employees will be assigned unique access identification numbers ("User ID") and passwords. Experian's approval of requests for Internet access may be granted or withheld in its sole discretion. Experian may add to or change its requirements for granting Internet access to ICDS at any time [including, without limitation, the imposition of fees relating to Internet Access upon reasonable notice to Distributor (or Reseller)], and reserves the right to change passwords and to revoke any authorizations previously granted. Distributor (or Reseller) shall notify Experian, in writing, whether or not Subscriber has signed a certification agreeing to comply with the federal Fair Credit Reporting Act relating to its use of Experian's Business Owner Profile ("BOP") and Small Business Intelliscore ("SBI") services. Subscriber may not access BOP or SBI services through an Internet connection unless such certification has been executed.
2. Only Authorized Employees shall utilize Internet access, and only through the User ID and password assigned to such employee by Experian. Subscriber shall request User ID's and passwords only for those employees of Subscriber who have a legitimate need to access ICDS in performing his or her duties for Subscriber. Prior to requesting User ID's for Authorized Employees, Subscriber shall provide adequate training regarding the requirements to this Addendum and applicable laws. Subscriber will ensure that each Authorized Employee (i) is familiar with the requirements specified herein, and agrees to comply with such requirements, (ii) agrees not to disclose the User ID and password assigned to the Authorized Employee to any other person, and (iii) agrees not to order business credit reports or other data from Experian's site except in performance of Employee's official duties for Subscriber.
3. Subscriber acknowledges and agrees that it is responsible for all activities of Subscriber's employees in utilizing Internet access and for assuring the facilities for receipt of information provided to it through the Internet are secure and in compliance with the Agreement. Subscriber shall not retransmit or otherwise make available to any person ICDS (including any of the information therein) on or through the Internet or other generally accessible network or delivery method.
4. Subscriber agrees to notify Experian in writing immediately if it wishes to delete any employee as an Authorized Employee or if any Authorized Employee is terminated or otherwise loses his or her status as an Authorized Employee.
5. Subscriber acknowledges and agrees that this Addendum is in addition to the requirements of Distributor's (or Reseller's) membership application process, including Access Security Requirements (except where expressly modified by this Addendum) which are applicable to Distributor's (or Reseller's) provision of BOP reports and SBI services. Subscriber will abide by any additional or further security procedures specified by Experian or Distributor (or Reseller) from time to time.
6. Subscriber shall use its best efforts to ensure the confidentiality of all User ID's and passwords issued by Experian to Subscriber's employees. Subscriber shall indemnify Experian against any damage or disruption to Experian systems or business caused by Subscriber's employees, subcontractors, subcontractor employees or

its clients whether as a result of their access to such systems or compromise of password confidentiality or otherwise.

7. Subscriber understands that its use of Experian networking and computing resources may be monitored and audited by Experian, without further notice.
8. Experian may from time to time audit the security mechanisms Subscriber maintains to safeguard access to Experian information, systems and electronic communications. Audits may include examination of systems security and associated administrative practices.
9. If Experian or Distributor (or Reseller) believes that Subscriber has breached a material obligation contained in this Addendum, Experian or Distributor (or Reseller) may terminate this Addendum immediately by providing the other parties notice of termination.
10. Experian shall have no obligation or liability for or on account of any mechanical or other breakdown, malfunction or defect in the Internet connection accessed by Subscriber. EXPERIAN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS ADDENDUM. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EXPERIAN HAVE ANY OBLIGATION OR LIABILITY TO SUBSCRIBER FOR ANY CLAIM, INJURY OR DAMAGE RELATING TO, ARISING OUT OF, OR RESULTING FROM SUBSCRIBER'S INTERNET ACCESS TO THE SERVICES.
11. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY INDIRECT DAMAGES ARISING FROM THE LOSS OF BUSINESS, DATA, PROFITS OR GOODWILL WHICH ARE NOT DIRECT DAMAGES) INCURRED OR SUFFERED BY THAT PARTY BY REASON OF THE OTHER PARTY'S PERFORMANCE OR NONPERFORMANCE UNDER THIS ADDENDUM, OR FOR ANY OTHER REASON, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.
12. Except as expressly amended by this Addendum, the Agreement remains in full force and effect. The terms of this Addendum shall prevail in the event of any inconsistency between this Addendum and the Agreement.

**IN WITNESS WHEREOF**, Subscriber, Distributor (or Reseller) and Experian have each caused this Addendum to be executed by their respective duly authorized representatives as of the date first above written.

**Experian Information Solutions, Inc. by and through its Information Solutions Division**

By: \_\_\_\_\_  
Signature (Duly Authorized Officer Only)

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

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

\_\_\_\_\_  
Print or Type Name of **Subscriber**

By: \_\_\_\_\_  
Signature (Duly Authorized Officer Only)

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

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

\_\_\_\_\_  
ACCUFAX Div., Southvest Inc.  
Print or Type Name of **Distributor (or Reseller)**

By: \_\_\_\_\_  
Signature (Duly Authorized Officer Only)

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

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