

END USER AGREEMENT

By creating an account at hmscredit.com for the purpose of accessing consumer information, the end user agrees to a credit and criminal background check on all registered “authorized” users. Please print and complete End User Authorization form in Appendix D for all authorized users listed on your account. This form can also be found on hmscredit.com via the My Account tab.

1. End User is an authorized business type as outlined in Appendix A and has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including without limitation, all amendment thereto (“FCRA”). The End User certifies its permissible purpose as:

- 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
- In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with a insurance claim where written permission of the consumer has been obtained; or
- In connection with a tenant screening application involving the consumer; or
- In accordance with the written instructions of the consumer; or
- For a legitimate business need in connection with a business transaction that is initiated by the consumer; or
- As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.

2. End User 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 report 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 employee(s) 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 Report on themselves, associates, or any other person except in the exercise of their official duties.

3. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

4. 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 OF THE UNITED STATES CODE OR IMPRISONED N NOT MORE THAN TWO YEARS, OR BOTH.

5. End User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, the 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 on 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 or all such scores provided under such agreement, unless clearly required by law.

6. 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 affect the End User’s agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

For those End Users that wish to receive TransUnion Scores a part of the consumer credit report being delivered:

1. End User will request Score only for End User’s exclusive use. End User may store Score solely for End User’s own use in furtherance of End User’s original purpose for obtaining the Scores. End User shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Score provided hereunder will be held in strict confidence and may never be sold, licenses, copied, reused, disclosed, reproduced, 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 third party processing agents of End User who have executed an agreement that limits the use of the Scores by the third party to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (iv) as required by law.

If TransUnion information will be used in connection with employment purposes, only services developed for such use (e.g. TransUnions EMPLOYMENT CREDIT REPORT Report) may be used.

1. End User is an authorized business type as outlined in Appendix A and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment, or retention as an employee ("Consumer Report for Employment Purposes").
2. End User 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.
3. End User certifies that it will not request a Consumer Report for Employment Purposed unless:
 - a. A clear and conspicuous disclosure if 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;
 - b. The consumer has authorized in writing the procurement of the report; and
 - c. 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.
4. 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 the consumer with:
 - a. A copy of the Consumer Report for Employment Purposes; and
 - b. A copy of the consumer's rights in the format approved by the Federal Trade Commission.
5. End User shall use the Consumer Report for Employment Purposed 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.
6. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
7. With just cause, such as violation of the terms of End User's contract of legal requirement, or a material change in existing legal requirement that adversely affects End User's Agreement, Reseller may, upon its election, discontinue serving End User and cancel the agreement immediately.

1. Reseller has access to consumer reports from one or more consumer credit reporting agencies.
2. Subscriber is an authorized business type as outlined in Appendix A and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
3. Subscriber 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.
4. Subscriber certifies that it will not request a Consumer Report for Employment Purposes unless:
 - A. A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;
 - B. The consumer has authorized in writing the procurement of the report; and
 - C. 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.
5. Subscriber further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer:
 - A. A copy of the Consumer Report for Employment Purposes; and
 - B. A copy of the consumer's rights, in the format approved by the Federal Trade Commission, which notice shall be supplied to Subscriber by Reseller.
6. Subscriber 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 not involved in the current employment decision.
7. Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
8. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, or a material change in existing legal requirements which adversely affects this Agreement, Reseller may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

For those End User's requesting Reference Services.

1. End User certifies that End User shall use the Reference Services solely for End User's exclusive one-time use and shall hold such Reference Services in strict confidence. End User shall not request, obtain or distribute Reference Services 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 service which is derived from the Reference Services. The Reference Services 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 Reference Services in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Reference Services on themselves, associates, or any other person except in the exercise of their official duties.
2. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
3. With just cause, such as violation of the terms of the End User's contract or legal requirement, of 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.

For those End User's requesting CRD-Reference Services.

1. End User is an authorized business type as outlined in Appendix A and certifies it is obtaining CRD- Reference Services for the following purpose as being encompassed by Section (6802)(e) of the Gramm-Leach-Bliley Act, Title V, Subtitle A. Financial Privacy (15 U.S.C. § 6801-6809) ("GLB") and the United States Federal Trade Commission rules promulgated there under and not other purpose. End User certifies its purpose(s) as:

- Necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, or in connection with servicing or processing a financial product or service requested or authorized by the consumer
- Necessary to effect, administer, or enforce a transaction request or authorized by the consumer, or in connection with maintaining or serving the consumer's account with Subscriber and Subscriber is a financial institution.
- With the consent or at the direction of the consumer
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability
- For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer
- For use solely in Subscriber's fiduciary or representative capacity on behalf of the consumer.

APPENDIX A

AUTHORIZED BUSINESS TYPES

1. Employment Screening
2. Mortgage
3. Tenant Screening
4. Alarm Companies
5. Bankruptcy Attorneys
6. Not-for-Profit Consumer Credit Counseling Companies
7. Country Clubs
8. Elective Medical Facilities
9. Fencing Finance Companies
10. Franchise Owners
11. Recreational Vehicle Dealership (auto and motorcycle dealership excluded)
12. Title Insurance Companies
13. Certified Financial Planner business segment

APPENDIX B

Unauthorized Business Types:

1. Adult entertainment service of any kind
2. Asset location service
3. Attorney or Law Firm engaged in the practice of law, unless engaged in collection or using the report in connection with a consumer bankruptcy pursuant to the written authorization of the consumer.
4. Bail Bondsman, unless licensed by the state in which they are operating
5. Child location service – Company that locates missing children
6. Credit counseling, except not-for-profit credit counselors
7. Credit repair clinic
8. Dating service
9. Financial counseling, except a registered securities broker dealer
10. Foreign company
11. Genealogical or heir research firm
12. Law enforcement agency
13. Massage service
14. News agency or journalist
15. Pawn shop
16. Private detective, detective agency, or investigative company
17. Repossession company
18. Subscriptions (magazines, books, clubs, record clubs, etc.)
19. Tattoo service
20. Time Shares- Company seeking information in connection with time shares (exception: financiers of time shares)
21. Weapons dealer, seller, or distributor
22. Other Reseller

APPENDIX C

The Fair Credit Reporting Act (FCRA), 15 U.S.C. requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website at www.ftc.gov/credit. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of (this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer-reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher,

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account, Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer.

Section 604(a)(3)(C)

- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(ii)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a 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. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(b)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible

purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA — such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 6 requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer’s written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in IC, 1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in

Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

F. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603 (p) to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at www.ftc.gov/credit.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk—based pricing notice to the consumer in accordance with regulations to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board. Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer's report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment Section 615 (b) (2)5(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the Consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, and personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer-reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA, (The summary of consumer rights will be provided by the (FCRA that conducts the investigation.)

- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and

(3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits.

Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The FTC Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681	Section 616 15 U.S.C. 1681n
Section 603 15 U.S.C. 1681a	Section 617 15 U.S.C. 1681o
Section 604 15 U.S.C. 1681b	Section 618 15 U.S.C. 1681p
Section 605 15 U.S.C. 1681c	Section 619 15 U.S.C. 1681q
Section 605A 15 U.S.C. 1681cA	Section 620 15 U.S.C. 1681r
Section 605B 15 U.S.C. 1681cB	Section 621 15 U.S.C. 1681s
Section 606 15 U.S.C. 1681d	Section 622 15 U.S.C. 1681s-1
Section 607 15 U.S.C. 1681e	Section 623 15 U.S.C. 1681s-2
Section 608 15 U.S.C. 1681f	Section 624 15 U.S.C. 1681t
Section 609 15 U.S.C. 1681g	Section 625 15 U.S.C. 1681u
Section 610 15 U.S.C. 1681h	Section 626 15 U.S.C. 1681v
Section 611 15 U.S.C. 1681i	Section 627 15 U.S.C. 1681w
Section 612 15 U.S.C. 1681j	Section 628 15 U.S.C. 1681x
Section 613 15 U.S.C. 1681k	Section 629 15 U.S.C. 1681y
Section 614 15 U.S.C. 1681/	
Section 615 15 U.S.C. 1681m	

I acknowledge that I have fully read and understand the "Notice to Users of Consumer Reports: Obligations of Users under the FCRA" published by the Federal Trade Commission, referred to as Exhibit C.



HMS Credit Services™

A Division of Home Marketing Systems, Inc.

A Special Services Real Estate Company

APPENDIX D

HMS CREDIT SERVICES

935 John St. Kalamazoo, MI 49001
(269)342-1488 / (269)381- 2812 – Fax: (269)385-2089

INSTRUCTIONS AND REQUIREMENTS FOR SUBMITTING AN APPLICATION:

- APPLICATIONS MUST BE COMPLETE IN THEIR ENTIRETY AND CANNOT BE PROCESSED IF ANY OF THE INFORMATION LISTED BELOW IS LEFT BLANK.

Name: _____	Birth Date: ____ / ____ / ____
Street Address: _____	
City: _____	State: _____ Zip Code: _____
Social Security Number : _____ - _____ - _____	Phone Number : (____) _____ - _____

IN ACCORDANCE WITH THE **FEDERAL FAIR CREDIT REPORTING ACT**, (PUBLIC LAW 91-508), AS AMENDED BY THE **CONSUMER CREDIT REFORM ACT OF 1996** (TITLE II, SUBTITLE D, CHAPTER I OF PUBLIC LAW 104-208), PERMITS THE PROCUREMENT OF CONSUMER REPORT FOR EMPLOYMENT PURPOSES OR FOR QUALIFYING YOU FOR HOUSING. THE ACT PROVIDES THAT A CLEAR AND CONSPICUOUS DISCLOSURE SHALL BE MADE IN WRITING TO THE APPLICANT BEFORE THE REPORT IS PROCURED, THAT A CONSUMER REPORT MAY BE OBTAINED FOR THE PURPOSES OF QUALIFYING YOU FOR HOUSING OR EMPLOYMENT AND THE APPLICANT SHALL AUTHORIZE THE PROCUREMENT OF THE REPORT IN WRITING. THE INFORMATION FROM THE REPORT WILL NOT BE USED IN VIOLATION OF ANY APPLICABLE FEDERAL OR STATE EQUAL EMPLOYMENT OR FAIR HOUSING LAW OR REGULATION. I ACKNOWLEDGE THE RECEIPT OF THE ABOVE DISCLOSURE AND PRE-ADVERSE ACTION NOTICE AND AUTHORIZE THE HMS CREDIT IN COOPERATION WITH MIRCOBILT AND TRANSUNION TO OBTAIN A CONSUMER REPORT ON ME FOR EMPLOYMENT PURPOSES OR FOR THE PURPOSE OF QUALIFYING ME FOR HOUSING. THE **FEDERAL EQUAL CREDIT OPPORTUNITY ACT** PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE; BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE **CONSUMER CREDIT PROTECTION ACT**.

LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES AT ANTIME SHALL HMS COMPANIES INC. BE LIABLE FOR ANY DECISIONS OR DAMAGES THAT MAYBE OR HAVE BEEN SUFFERED BY ANY USER OR CLIENT INCLUDING, BUT NOT LIMITED TO ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF INFORMATION, PROGRAMS OR OTHER DATA: THAT RESULT FROM ACCESS TO, USE OF, OR INABILITY TO USE ANY PRODUCT OF SERVICE OF HMS COMPANIES INC. OR DUE TO ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH EMPLOYERSCHOICEONLINE.COM OR THE INTERNET, EVEN IF HMS COMPANIES INC. WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Signature: _____ Printed Name: _____ Date: ____ / ____ / ____

APPLICANTS:

AS REQUIRED BY THE FAIR CREDIT REPORTING ACT, APPLICANTS MUST PROVIDED WITH A COPY OF AN ADVERSE ACTION NOTICE, WHICH OUTLINES THEIR RIGHTS TO A COPY OF THEIR CREDIT REPORT FREE OF CHARGE IN THE CASE OF DENIAL.

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Adverse Action Notice: In the case that your application is denied in compliance with *Section 615* of the **Fair Credit Reporting Act**, you have the right to request a free copy of the consumer report within sixty days and the right to dispute the accuracy or completeness of any information in the consumer report. To obtain a free copy of the consumer report please contact any of the credit reporting agencies listed below. Criminal and Civil records are obtained by local county records or National criminal database based in whole or in part on information provided by the consumer credit reporting agency. You are entitled to have your questions answered, dispute any information on your credit report, and receive a free copy of your credit report within sixty days on adverse action. You may dispute the matter directly with the credit reporting agency by writing or calling the agency. This notice can be given verbally or written, over the phone or in person. The below referenced agencies did not make the adverse decision and is (are) not able to explain why the decision was made.

Experian – www.experian.com
NCAC, P.O. Box 9556, Allen, TX 75013
1 -888-211-0728

Equifax – www.equifax.com
P.O. Box 740256, Atlanta, GA 30374
1-888-202-4025

TransUnion - www.transunion.com
2 Baldwin Place P.O. Box 1000,
Chester, PA 19022
1-800-888-4213

