LexisNexis Risk Solutions Application & Agreement

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Company acknowledges and understands that LN will only allow Company access to the LN Services if Company's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Company Information – please do not use abbreviations			
Full legal name of Company:		Main phone number for address*: *If this is a cell, additional documents may be required	
Doing business as (if not operating under legal name):		Fax number:	
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):		Previous address if at the current address less than 6 mos:	
Website address:		External Company IP Address (https://www.whatismyIP.com):	
External Company IP Range – From:		External Company IP Range – To:	
If this application is for an additional account, Parent account number:		Number of Years & Months in business Years / Months	
Type of business (check all that apply): ☐ Publicly traded Ticker symbol: Exchange: ☐ Subsidiary - Parent Company: ☐ Privately held: ☐ LLC/Inc. ☐ PC ☐ Sole Prop/Partnership – fill out Section IV		State of formation: Federal Employer ID:	
Industry*:	*If collections/debt buyer**, # of collectors:	*If private investigations, number of PIs:	

** Privately-owned collections companies/debt buyers must provide a copy of at least one owner's driver's license

Section II – Administrator and Main Contact Information **(for additional administrators, please provide additional sheets)**	
Product Administrator or Main Contact (first & last name):	Title:
Home Address (street, city, state, zip):	Admin IP Address:
E-Mail Address:	Date of Birth:

Section III – Billing Information	
Billing Contact (first & last name): check here if same as Administrator ☐	Title:
Billing Address (street, city, state, zip):	Telephone:
E-Mail Address:	Sales Tax Exempt: ☐ No ☐ Yes – please provide proof of exemption

Section IV – Owner Information (for Sole Proprietors and Partnerships*) *** Each general partner must provide this information -** for additional partners, please provide additional sheets.	
Owner/General Partner (first & last name):	Title:
Home Address (street, city, state, zip):	Office Phone Number:
E-Mail Address:	Date of Birth:

Owner/General Partner (first & last name):	Title:
Home Address (street, city, state, zip):	Office Phone Number:
E-Mail Address:	Date of Birth:

Section V – Business-to-Business Vendor Reference

Company Name:	Contact:
Business Address (street, city, state, zip):	Contact Phone Number:
E-mail Address:	Account Number (if applicable):

Section VI – Site Visits

Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Company agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:

Contact Name:	Contact Phone:
Contact Email Address:	

Section VII – Terms and Conditions

Terms and conditions governing the use of the LN Services are available online at http://www.lexisnexis.com/risk/masterterms and are incorporated into this Application & Agreement by reference as if stated in full herein. By signing below Company expressly certifies it has read the additional terms and conditions and agrees to be bound by them.

Signature

I HEREBY CERTIFY that I am authorized to execute this Application & Agreement on behalf of the Company listed above and that I have direct knowledge of the facts stated above.

Applicant Signature:	Date Signed:
Applicant Name:	Title:

You will be required to attach certain proof documents to this application **unless** you are one of the following:

- Publicly traded company (NYSE,AMEX,NASDAQ)
- Federally Regulated bank or credit union
- Insurance carrier (AMBEST/NAIC)
- Government or Law enforcement
- Fortune 500 company
- Private company with $10 million annual revenue
- Top 250 law firm
- Non-profit 501c3
- Additional locations of existing, active, credentialed accounts

Documents required:

One (1) of the following active documents:		Two (2) active documents from the following four (4) bulleted items – only one document from within each bullet allowed:
• Professional License or Regulated License (required if your organization is professionally regulated) • Secretary of State business filing such as Articles of Incorporation, Articles of Organization, LLC, or LLP • 501 (c)(3) Certification (issued by the IRS or State Revenue Dept.)	**OR**	• **One of**: Business License, Occupational License or equivalent business document issued by the city, county or state licensing jurisdiction • **One of**: Commercial Insurance Policy Declaration Page **OR** Current phone bill (within 60 days) • **One of**: Sales Tax Registration **OR** Franchise Tax Certificate • FEIN letter issued by IRS

If you have been in business for less than six (6) months, provide copies of two (2) of the following documents in the name of the Applicant and at the address listed in the Application:

- Current bank statement (within the last sixty (60) days)
- Proof of commercial insurance (Policy Declaration Page)
- Lease agreement or property ownership document
- Current utility bill (electric, gas, or water within the last sixty (60) days)

FCRA Addendum to the LexisNexis Master Terms & Conditions

This FCRA Addendum (the "**FCRA Addendum**") is entered into as of _____ (the "**Effective Date**"), by and between **LexisNexis Risk Solutions Inc. and its Affiliates** (hereinafter, "**LNRS**"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and _____ (hereinafter, "**Customer**"), with its principal place of business located at _____ _____, each individually referred to as the "**Party**" and collectively as the "**Parties**."

WHEREAS, Customer has executed the LexisNexis Master Terms & Conditions (the "**Master Terms**") for the LN Services (as defined in the Master Terms); and

WHEREAS, the Parties wish to add certain terms and conditions to the Master Terms to govern the provision of FCRA LN Services (as defined below).

NOW, **THEREFORE**, LNRS and Customer agree to be mutually bound by the additional terms and conditions of this FCRA Addendum, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. **Fair Credit Reporting Act Obligations**. Customer certifies that when using the LN Services provided under this FCRA Addendum and identified in a Schedule A (as defined in the Master Terms) as an FCRA service (the "**FCRA LN Services**"), it will comply with all applicable provisions of the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and all other applicable federal, state and local legislation, regulations and rules. Without limiting the generality of the foregoing, Customer certifies that (a) Customer will comply with all applicable provisions of the California Credit Reporting Agencies Act and any related regulations; and (b) Customer will comply with all Vermont statutes and regulations on fair credit reporting, including but not limited to, obtaining the consent of Vermont residents prior to obtaining any information on Vermont residents through these FCRA LN Services. In addition, Customer certifies it has a permissible purpose under the FCRA for obtaining a Consumer Report as provided by the Customer in a separate certification, and will re-certify such permissible purpose to LNRS upon request. Customer acknowledges that LNRS has provided the "Notice to Users of Consumer Reports", attached hereto as Attachment A, which informs users of consumer reports of their legal obligations under the FCRA.

2. **General.** Customer and LNRS agree that: (i) capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Master Terms; (ii) this FCRA Addendum modifies and amends only those specific terms of the Master Terms expressly referenced herein; and (iii) all terms of the Master Terms are hereby restated as if written herein, shall remain in full force and effect, and shall constitute the legal valid, binding and enforceable obligations of the parties; and (iv) the LexisNexis Risk Solutions Application, the Master Terms, the FCRA Addendum and the applicable Schedules A are collectively referred to as the "Agreement" for purposes of governing the provision and use of the FCRA LN Services.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this FCRA Addendum on behalf of the Customer listed above.

CUSTOMER:

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

Attachment A

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS:
OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, 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 Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. 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 CFPB's website. **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)(i)
- 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(a)(5)

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 615(a) 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 I.C.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.

E. 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. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

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 prescribed by the CFPB.

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 the 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 the 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 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).

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, 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 CRA 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 federal regulations) – 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 a 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 preestablished 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 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, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

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 is a 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 CFPB's website, www.consumerfinance.gov/learnmore, 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. § 1618 et seq.:

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

EXHIBIT 1 TO SCHEDULE A – FCRA PERMISSIBLE PURPOSE CERTIFICATION

Customer: _____

The certifications below govern the use of LN Services designated as FCRA products, as provided pursuant to the work order, statement of work, pricing schedule (each, a "**Schedule A**") with Customer regarding the following product: _____.

Nature of Business: [Describe] _____

Intended Use of this LN Service: [Explain] _____

Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681, et seq.

Customer will order Consumer Reports from LN for the following checked purpose(s) and no other:

- ☐ For the extension of consumer credit. § 1681b(a)(3)(A)
- ☐ For the review of an account in connection with a credit transaction involving a consumer. § 1681b(a)(3)(A)
- ☐ For the collection of an account in connection with a credit transaction involving a consumer. § 1681b(a)(3)(A)
- ☐ For use in connection with the underwriting of insurance involving a consumer. § 1681b(a)(3)(C)
- ☐ For use as a potential investor, servicer, or current insurer in connection with the valuation of or risk assessment of an existing credit obligation. §1681b(a)(3)(E)
- ☐ For a legitimate business need in connection with a medical care transaction initiated by the consumer. §1681b(a)(3)(F)(i)
- ☐ For a legitimate business need in connection with a rental car transaction initiated by the consumer. §1681b(a)(3)(F)(i)
- ☐ For a legitimate business need in connection with opening a demand deposit or related account initiated by the consumer. § 1681b(a)(3)(F)(i)
- ☐ In response to a request by the head of a State or local child support enforcement agency (or a State or local government official authorized by the head of such an agency. § 1681b(a)(4)
- ☐ For use in determining eligibility for a license or other benefit granted by a government agency. §1681b(a)(3)(D)
- ☐ For use in making firm offers of credit for transactions not initiated by the consumer, and under the terms and conditions of the Prescreening Services Addendum. §1681b(c)
- ☐ With the express written instructions of the consumer for the reasons, excluding employment, listed above in the Intended Use. § 1681b(a)(2)

Customer acknowledges that the FCRA imposes criminal penalties – including a fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and imposes other penalties on anyone who obtains such consumer information without a permissible purpose.

Qualified Access

At LN's sole discretion, Customer may be able to obtain full Social Security Numbers and full driver's license numbers (collectively, "QA Data").

- ☐ Customer is **NOT** requesting access to QA Data.
- ☐ Customer is requesting access to QA Data through the listed department: _____

Federal Death Master File ("DMF") – For access to Limited Access DMF Data only.

- ☐ No permissible purpose. Customer is **NOT** requesting. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS.
- ☐ Customer is requesting access.
- ☐ Customer already has access. DMF certifications were previously signed on _____.

Death Master File, cont.

I. Definitions. For purposes of this Certification, these terms are defined as follows:

a. Certification Form: The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.

b. Limited Access DMF: Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

c. DMF Agreement: The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.

d. NTIS: National Technical Information Service, U.S. Department of Commerce.

e. Open Access DMF: The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

☐ **Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

☐ **Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

☐ Fraud prevention and identity verification

☐ For uses permitted or required by law

☐ For use permitted/required by governmental rule

☐ For uses permitted or required by regulation

☐ For uses necessary to fulfill or avoid violating fiduciary duties

(b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and

(c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree to follow the Flow-down Agreement Terms and Conditions found at www.lexisnexis.com/risk/DMFDocuments, which are incorporated into this Certification by reference.

Authorization and Acceptance of Terms

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

Signature:		**Title:**	
Print Name:		**Date:**	

NON-FCRA PERMISSIBLE USE CERTIFICATION

Customer (Company) Name: _____
DBA: _____
Address _____ **City, State, Zip:** _____
Contact Name: _____ **Phone:** _____

REQUIRED Please describe your purpose of use: _____

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")
Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: ☐ Proceed to SECTION 3. QUALIFIED ACCESS

SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
☐	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
☐	In required institutional risk control programs.
☐	In resolving consumer disputes or inquiries.
☐	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
☐	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
☐	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
☐	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

☐	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
☐	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— **(A)** to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and

	(B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
☐	Use by a government agency, but only in carrying out its functions.
☐	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
☐	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
☐	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
☐	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
☐	For use in providing notice to the owners of towed or impounded vehicles.
☐	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

☐ Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE

☐ Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? _____

SOCIAL SECURITY NUMBERS

☐ Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

☐ Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

☐ No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

IV. Definitions. For purposes of this Certification, these terms are defined as follows:

a. DMF Agreement: The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.

b. Certification Form: The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.

c. DMF: The federal Death Master File.

d. NTIS: National Technical Information Service, U.S. Department of Commerce

e. Open Access DMF: The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.

f. Limited Access DMF: Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

V. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(d) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

☐ **Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

☐ **Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

- ☐ Fraud Prevention and identity verification purposes
- ☐ For uses permitted or required by law
- ☐ For uses permitted or required by governmental rules
- ☐ For uses permitted or required by regulation
- ☐ For uses necessary to fulfill or avoid violating fiduciary duties

and

(e) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and

(f) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

VI. Flow-down Agreement Terms and Conditions

The Parties agree to follow the Flow-down Agreement Terms and Conditions found at www.lexisnexis.com/risk/DMFDocuments, which are incorporated into this Certification by reference.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER:

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)