

Employment Screening

Master Service Agreement with Addendums



Employment Screening Reports Welcome Packet

Welcome to Alliance 2020, Inc. Your membership packet includes several forms that you must complete before service can be started, as well as other items for your information.

You may fax the items listed below to Alliance 2020, Inc. at 800-289-9246. Scans of completed documents may be emailed to compliance@alliance2020.com.

Required Forms The forms listed below must be completed, signed, dated and delivered to Alliance 2020, Inc. Application for Services Master Service Agreement with Addendums Client Certification for Use of Employment Reports Addendum: End Use Certification of Compliance California Civil Code - Section 1785.14(a) Addendum to Master Service Agreement: Certification that End-user Will Comply with the Fair
Credit Reporting Act Master Death File Addendum Business License
A copy of your business license must be delivered to Alliance 2020, Inc. This item is needed for Alliance 2020, Inc. to complete its due diligence.
☐Copy of Your Current Business License

Required Site Inspection will be Scheduled

Once we have received your forms, we will contact you to schedule a mandatory site inspection. Your packet includes information on this inspection and the items the inspector will be examining.



Application for Services - Employment Screening

MATCH BUSINESS LICENSE	CABLE) IMPOR	TANT. WOST	Cod	E)	LODING AREA	I AX III	, WIDER
PHYSICAL ADDRESS			Сітч	,	STATE	ZIP CO	DE
BILLING ADDRESS (IF DIFFERENT FROM PHYSICAL ADDRESS)			Сіту	,	STATE	ZIP CO	DE
EASE DESCRIBE THE NATURE OF THE BUSINESS:			DATE ESTABLISHED:	No. of	EMPLOYEES:		
INTENDED USE OF REPORTS:		ESTIMATED NUM MONTH:	MBER OF	REPORTS PER	REPORTS ARE A LOCALLY □ RE NATIONALLY □	GIONALL	
THIS BUSINESS IS A:					•		
CORPORATION PARTNERSHIP	Sole Pr	OPRIETORSHIP [S-CORP N	ION PROFIT 🗌	OTHER	
WEBSITE ADDRESS							
BUSINESS LICENSE INFORMATION -	A Copy of B	usiness License	Must I	Be Attached as Noted	d in New Accou	ınt Chec	klist
WHERE IS THIS BUSINESS LICENSED? (COUNTY,	CITY, STATE)	В	Busines	S LICENSE NUMBER			
ONE BUSIN	ESS REFERENC	E (Examples: Sup	pliers, V	endors, Contractors, e	tc.)		
COMPANY NAME	TELEPHONE	Number		Сітү	STATE		ZIP CODE
CONTACT NAME:	S	ERVICES PURCHAS	SED:				
	AGR	EEMENT AND A	UTHORI	ZATION			
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Master Service Agreement with Addendums Employment Screening

THIS AGREEMENT, MADE ON THIS DATE,	, BY AND BETWEEN ALLIANCE 2020, INC.	, A WASHINGTON CORPORATION WITH ITS PRINCIPAL
PLACE OF BUSINESS AT 304 MAIN AVE SOUTH • SUITE 20	2, RENTON, WASHINGTON, 98057, AND	, WITH ITS
PRINCIPAL PLACE OF BUSINESS AT		(SUBSCRIBER/END-USER). THE NATURE OF OUR
BUSINESS IS		

PROVISION OF CREDIT, BACKGROUND AND CRIMINAL HISTORY INFORMATION

- Subscriber/End-User certifies that consumer reports, as defined by the Federal Fair Credit Reporting Act, 15 U.S.C. Section 1681, and et seq. ("FCRA"), will be ordered only when intended to be used as a factor in establishing a prospective employee's eligibility for new or continued credit, collection of an account, insurance, licensing, employment purposes, or otherwise in connection with a legitimate business transaction involving the consumer, and such reports will be used for no other purpose, including resale to the subject consumer or to another reseller or broker of consumer reports. Subscriber/End-User certifies that reports on its employees will be requested only by its designated representative. Subscriber/End-User employees will be forbidden to attempt to obtain reports on themselves or associates, or on any other person except in the exercise of their official duties. Subscriber/End-User further certifies that its policies and procedures are designed to comply with Section 1681(e) of the FCRA and other applicable state or federal laws.
 - (A) SUBSCRIBER/END-USER CERTIFIES THAT IT WILL USE INFORMATION OBTAINED FROM ALLIANCE 2020, INC. ONLY FOR PURPOSES PERMITTED UNDER THE FCRA. FOR THIS CONTRACT THAT PURPOSE IS LIMITED SPECIFICALLY TO EMPLOYMENT PURPOSES.
 - (B) CLIENT ACKNOWLEDGES THAT IT IS FAMILIAR WITH AND AGREES TO COMPLY WITH THE REQUIREMENTS OF THE FAIR AND ACCURATE CREDIT TRANSACTION ACT (FACT ACT), THE GRAMM-LEACH-BLILEY ACT, (15 U.S.C.A., § 6801 ET. SEQ. (2000), ("GLB ACT") AND ALL REQUIREMENTS POSTED ON THE WEBSITE, IN CONNECTION WITH ORDERING, USING AND STORING CONSUMER AND/OR CREDIT REPORTS AND THE USE OF ANY CONSUMER DATA SUPPLIED BY OR ITS AFFILIATES. CLIENT ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR ITS OWN COMPLIANCE, ACCESS SECURITY AND ADHERENCE TO ALL APPLICABLE REGULATIONS.
 - (C) SUBSCRIBER/END-USER HAS READ AND UNDERSTANDS ITS OBLIGATIONS UNDER THE FCRA AND THE PENALTIES FOR REQUESTING CONSUMER REPORT INFORMATION UNDER FALSE PRETENSES AND SIGNED A CERTIFICATION TO THIS EFFECT.
 - (D) SUBSCRIBER/END-USER CERTIFIES IT IS NOT ONE OF THE BUSINESSES OR BUSINESS TYPES LISTED ON EXHIBIT A BUSINESSES PROHIBITED FROM ACCESSING CREDIT REPORTS UNDER THIS AGREEMENT WHICH IS ATTACHED TO THIS AGREEMENT. NEVERTHELESS, ALLIANCE 2020, INC. MAY IN ITS SOLE DISCRETION DENY ACCESS TO ALLIANCE 2020, INC. INFORMATION BY CERTAIN APPLICANTS, EVEN THOUGH OTHERWISE "QUALIFIED." SUBSCRIBER/END-USER RELEASES ALLIANCE 2020, INC., EQUIFAX, EXPERIAN, TRANSUNION AND ITS AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES FOR ACTION, SUITS, COSTS, DAMAGES, EXPENSES, COMPENSATION, PENALTIES, LIABILITIES AND OBLIGATIONS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR RELATING TO SUCH DENIAL. FURTHER, SUBSCRIBER/END-USER COVENANTS NOT TO SUE OR MAINTAIN ANY CLAIM, CAUSE OF ACTION, DEMAND, CROSS-ACTION, COUNTERCLAIM, THIRD-PARTY ACTION OR OTHER FORM OF PLEADING AGAINST ALLIANCE 2020. INC. ARISING OUT OF OR RELATING TO SUCH DENIAL.
 - (E) SUBSCRIBER/END-USER CERTIFIES IT WILL NOT RESELL INFORMATION OBTAINED FROM ALLIANCE 2020, INC., EQUIFAX, EXPERIAN AND/OR TRANSUNION.
 - (F) SUBSCRIBER/END-USER CERTIFIES THAT INFORMATION OBTAINED FROM ALLIANCE 2020, INC. WILL NOT BE FORWARDED OR SHARED IN ANY MANNER WITH ANY THIRD PARTY.
- 2. SUBSCRIBER/END-USER UNDERSTANDS THAT ALLIANCE 2020, INC. SERVICES WILL ONLY BE AVAILABLE TO THOSE APPLICANTS WHO HAVE A FCRA PERMISSIBLE PURPOSES LISTED IN SECTION 1.
- 3. SUBSCRIBER/END-USER WILL ESTABLISH STRICT PROCEDURES SO THAT SUBSCRIBER/END-USER EMPLOYEES OR AGENTS DO NOT ACCESS ALLIANCE 2020, INC. CREDIT INFORMATION OTHER THAN THE PERMISSIBLE PURPOSE. ALLIANCE 2020, INC. WILL IMMEDIATELY CEASE PROVIDING CREDIT INFORMATION TO THE SUBSCRIBER/END-USER THAT NO LONGER HAS A PERMISSIBLE PURPOSE UNDER THE FCRA.
- 4. SUBSCRIBER/END-USER UNDERSTANDS THAT ALLIANCE 2020, INC. MAY PERIODICALLY AUDIT SUBSCRIBER/END-USER REQUESTS REGARDING THEIR COMPLIANCE WITH THE FCRA. AUDITS WILL BE CONDUCTED BY MAIL WHENEVER POSSIBLE AND WILL REQUIRE SUBSCRIBER/END-USER TO PROVIDE DOCUMENTATION AS TO PERMISSIBLE USES OF PARTICULAR CONSUMER REPORTS. SUBSCRIBER/END-USER WILL COOPERATE FULLY AND PROMPTLY IN THE CONDUCT OF SUCH AUDITS.
- 5. If the disclosure of any information or reports by Subscriber/End-Users leads to any claims or litigation, Subscriber/End-User will indemnify Alliance 2020, Inc., Experian, TransUnion, Equifax, its agents, employees, and independent contractors, for any liability, damages or expenses resulting there—from.
- 6. SUBSCRIBER/END-USER SHALL REFER ALL CONSUMER DISPUTES TO ALLIANCE 2020, INC. SUBSCRIBER/END-USER WILL ESTABLISH STRICT PROCEDURES SO THAT SUBSCRIBER/END-USERS' EMPLOYEES AND AGENTS REFER TO ALLIANCE 2020, INC. ALL REQUESTS FOR DISCLOSURE FROM THE SUBJECT TO ALLIANCE 2020, INC.



- SUBSCRIBER/END-USER AGREES TO ENSURE THAT EMPLOYEES, TEMPORARY EMPLOYEES, CONTRACTORS AND ASSOCIATES WHO HANDLE OR HAVE 7. ACCESS TO CONSUMER INFORMATION HAVE PASSED A THOROUGH BACKGROUND SCREENING.
- 8 (A) SUBSCRIBER/FND-USER SHOULD WORK WITH ITS LEGAL COUNSEL TO DEVELOP AN EMPLOYMENT SCREENING PROGRAM SPECIFIC TO THEIR NEEDS. SUBSCRIBER/END-USER SHALL ALSO WORK WITH ITS LEGAL COUNSEL TO ENSUES THAT IT'S POLICIES AND PROCEDURES RELATED TO THE USE OF CRA-PROVIDED INFORMATION ARE IN COMPLIANCE AND APPLICABLE STATE AND FEDERAL LAWS.
 - SUBSCRIBER/END-USER ACKNOWLEDGES RECEIPT OF ALL REQUIRED NOTICES REQUIRED BY THE FCRA INCLUDING THE NOTICE TO (B) USERS OF CONSUMER REPORTS, OBLIGATIONS OF USERS UNDER THE FCRA, A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT, AND REMEDYING THE EFFECTS OF IDENTITY THEFT.

 SUBSCRIBER/END-USER AGREES TO COMPLY WITH ALL LAWS AND REGULATIONS AND WILL NOT USE CONSUMER INFORMATION IN VIOLATION
 - (C) OF ANY STATE OR FEDERAL LAW, INCLUDING EQUAL OPPORTUNITY LAWS
- Subscriber/End-User recognizes that the accuracy of any information furnished is not guaranteed by Alliance 2020, Inc., and 9. RELEASES ALLIANCE 2020, INC. AND ALLIANCE 2020, INC. AGENTS, EMPLOYEES, CREDIT REPORTING AGENCIES (INCLUDING BUT NOT LIMITED TO EQUIFAX, EXPERIAN, TRANSUNION) AND INDEPENDENT CONTRACTORS FROM LIABILITY IN CONNECTION WITH THE PREPARATION OF ALLIANCE 2020, INC. INFORMATION, AND FROM ANY LOSS OR EXPENSE SUFFERED BY SUBSCRIBER/END-USER RESULTING DIRECTLY OR INDIRECTLY FROM ALLIANCE 2020, INC. REPORTS. SUBSCRIBER/END-USER COVENANTS NOT TO SUE OR MAINTAIN ANY CLAIM, CAUSE OF ACTION, DEMAND, CROSS-ACTION, COUNTERCLAIM, THIRD- PARTY ACTION OR OTHER FORM OF PLEADING AGAINST ALLIANCE 2020, INC., ALLIANCE 2020, INC.
- AGENTS, EMPLOYEES, CREDIT REPORTING AGENCIES (INCLUDING BUT NOT LIMITED TO EQUIFAX, EXPERIAN, TRANSUNION), AND INDEPENDENT 10. CONTRACTORS ARISING OUT OF OR RELATING IN ANY WAY TO THE ACCURACY OR INACCURACY, VALIDITY OR NO VALIDITY, OR ANY OF THE ALLIANCE 2020, INC. CREDIT INFORMATION.
- 11. ALLIANCE 2020, INC. OFFERS IDENTIFICATION SERVICES THAT ARE SOURCED FROM DATABASES OTHER THAN CONSUMER REPORTING DATABASE (I.E. NON-CRD REFERENCE SERVICES). SUCH NON - CRD REFERENCES INCLUDING, BUT NOT LIMITED TO ID SEARCH, SSN SEARCH, SSN TRACE, INSIGHT ID, ARE NOT SUBJECT TO GLB. NON-CRD REFERENCE SERVICES MAY BE USED FOR THE:
 - ١. **IDENTIFICATION OF A CONSUMER**
 - 11. VERIFICATION OF A CONSUMER'S IDENTITY
 - III. LOCATION OF A CONSUMER

Non-CRD Reference services are not consumer reports. Subscriber/End-Users / End Users shall not use Non-CRD Reference services, in whole or in part, as a factor in establishing a consumer's creditworthiness or eligibility for credit, insurance, employment or for any other purpose under the FCRA and/or DLB. Moreover, Subscriber/End-Users/End-Users from taking any adverse action against a consumer that is based in whole or in part on the Non-CRD Reference services.

12.

OTHER THAN THOSE EXPRESSED IN THIS AGREEMENT, ALLIANCE 2020, INC. MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. IF THE DISCLOSURE OF ANY INFORMATION OR REPORTS BY SUBSCRIBER/END-USER LEADS TO ANY CLAIMS OR LITIGATION, SUBSCRIBER/END-USER WILL INDEMNIFY ALLIANCE 2020, INC., ITS AGENTS, EMPLOYEES, AFFILIATED CREDIT REPORTING AGENCIES (INCLUDING BUT NOT LIMITED TO EQUIFAX, EXPERIAN, TRANSUNION) AND INDEPENDENT CONTRACTORS FOR ANY LIABILITY, DAMAGE OR EXPENSE RESULTING FROM THAT DISCLOSURE.

EXHIBITS AND ADDENDUMS 14.

ALL EXHIBITS AND ADDENDUMS ATTACHED ARE A PART OF THIS AGREEMENT AND ARE EXPRESSLY INCORPORATED INTO IT. AND ALL BLANKS IN THE EXHIBITS AND ADDENDUMS, IF ANY, WILL BE COMPLETED AS REQUIRED IN ORDER TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED AND IN ACCORDANCE WITH THIS AGREEMENT.

LIST OF EXHIBITS AND ADDENDUMS 15.

THE FOLLOWING EXHIBITS AND ADDENDUMS WHICH ARE ATTACHED TO HERETO ARE PART OF THIS AGREEMENT.

- CLIENT CERTIFICATION FOR THE USE OF EMPLOYMENT SCREENING
- EXHIBIT A BUSINESSES PROHIBITED FROM ACCESSING CREDIT REPORTS UNDER THIS AGREEMENT ADDENDUM: END USE CERTIFICATION OF COMPLIANCE CALIFORNIA CIVIL CODE SECTION 1785.14(A) (B) (C)
- ADDENDUM TO THE MASTER SERVICE AGREEMENT: OFFICE OF FOREIGN ASSET CONTROL FILE INDICATOR SERVICE (D)
- (E)
- ADDENDUM TO MASTER SERVICE AGREEMENT: ACCESS SECURITY REQUIREMENTS
 ADDENDUM TO MASTER SERVICE AGREEMENT: END-USER DATA BREACH OBLIGATIONS (F)
- (G)
- ADDENDUM TO MASTER SERVICE AGREEMENT: CONSUMER INFORMATION DISPOSAL REQUIREMENTS
 ADDENDUM TO MASTER SERVICE AGREEMENT: CERTIFICATION THAT END-USER WILL COMPLY WITH THE FAIR CREDIT REPORTING ACT (H)
- (1) MASTER DEATH FILE ADDENDUM
- NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA (1)
- REMEDYING THE EFFECTS OF IDENTITY THEFT (K)
- (L) SUMMARY OF RIGHTS UNDER FAIR CREDIT REPORTING ACT
- ADDENDUM TO MASTER SERVICE AGREEMENT: THIRD-PARTY INSPECTION ACKNOWLEDGEMENT AND AGREEMENT (M)

16.

FAILURE OF ANY PARTY TO ENFORCE ANY OF ITS RESPECTIVE RIGHTS OR REMEDIES HEREUNDER WITH RESPECT TO ANY SPECIFIC ACT OR FAILURE TO ACT OF ANY PARTY WILL NOT CONSTITUTE A WAIVER OF THE RIGHTS OF THAT PARTY TO ENFORCE THOSE RIGHTS AND REMEDIES WITH RESPECT TO ANY OTHER OR SUBSEQUENT ACT OR FAILURE TO ACT.

17. CERTIFICATION STATEMENT

IT IS RECOGNIZED AND UNDERSTOOD THAT THE FAIR CREDIT REPORTING ACT PROVIDES THAT ANYONE WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY (SUCH AS ALLIANCE 2020, INC. UNDER FALSE PRETENSES) MAY BE LIABLE TO ANY CONSUMER IN AN AMOUNT EQUAL TO THE SUM OF:

ANY ACTUAL DAMAGES SUSTAINED BY THE CONSUMER AS A RESULT OF THE FAILURE TO COMPLY. (A)



- (B) SUCH AMOUNT OF PUNITIVE DAMAGES AS THE COURT MAY ALLOW.
- (C) IN THE CASE OF ANY SUCCESSFUL ACTION TO ENFORCE ANY LIABILITY UNDER THIS SECTION, THE COSTS OF THE ACTION TOGETHER WITH REASONABLE ATTORNEY'S FEES AS DETERMINED BY THE COURT.

18. PAYMENT TERMS – ATTORNEY FEES

IT IS AGREED ALL INVOICES ARE DUE AND PAYABLE WITHIN TWENTY DAYS OF RECEIPT. IF PAYMENT IS NOT RECEIVED WITHIN TWENTY DAYS, IT IS UNDERSTOOD OUR ACCOUNT WILL BE PLACED ON HOLD UNTIL FULL PAYMENT IS RECEIVED. IN THE EVENT OUR ACCOUNT IS PLACE ON HOLD, ALLIANCE 2020, INC. AT IT OPTION MAY REQUIRE A DEPOSIT IN THE AMOUNT OF OUR PAST TWO MONTHS BILLING. IN THE EVENT OUR ACCOUNT IS PLACE FOR COLLECTION, IT IS UNDERSTOOD THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEY FEES AND COLLECTIONS FEES. IN ANY ACTION OR PROCESSING INVOLVING A DISPUTE BETWEEN THE PARTIES ARISING OUT OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEY FEES.

19. ENTIRE AGREEMENT

THIS AGREEMENT, INCLUDING THE EXHIBITS AND ADDENDUMS HERETO, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES AND CANCELS ANY AND ALL PRIOR AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER. NO CHANGES IN THIS AGREEMENT MAY BE MADE EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

20. TERMS AND TERMINATION

THIS AGREEMENT REMAINS IN FORCE BUT MAY BE TERMINATED BY EITHER PARTY WITH OR WITHOUT NOTICE. IF THE SUBSCRIBER/END-USER IS DELINQUENT IN THE PAYMENT OF CHARGES OR IS GUILTY OF VIOLATING THE TERMS OF THIS AGREEMENT, ALLIANCE 2020, INC. MAY, AT ITS ELECTION, DISCONTINUE PROVIDING SERVICES TO SUBSCRIBER/END-USER AND CANCEL THIS AGREEMENT IMMEDIATELY. IN THE EVENT OF TERMINATION OF THIS AGREEMENT FOR ANY REASON, THE PROVISIONS OF THE FOREGOING PARAGRAPHS WILL REMAIN IN FULL FORCE AND EFFECT AS TO ALL ALLIANCE 2020, INC. WHICH SUBSCRIBER/END-USER HAS REQUESTED OR RECEIVED FROM ALLIANCE 2020, INC. PRIOR TO THE CANCELLATION DATE.

>	>	
AUTHORIZED INDIVIDUAL PRINTED NAI	ME	TITLE
•	>	
AUTHORIZED INDIVIDUAL SIGNATU	RE	DATE
Accepted on Behalf of Alliance 2020:		
>	<u></u>	>
AUTHORIZED INDIVIDUAL PRINTED NAME	AUTHORIZED INDIVIDUAL SIGNATURE	DATE
>	<u> </u>	
Title	EMAIL ADDRESS	



Client Certification for the Use of Employment Screening Reports

- 1. CLIENT CERTIFIES THAT IT 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. CLIENT 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. END-USER SHALL COMPLY WITH ANY FEDERAL AND STATE LAWS WHICH MAY RESTRICT OR BAN THE USE OF CONSUMER REPORT FOR EMPLOYMENT PURPOSES. END-USER WILL MAINTAIN COPIES OF ALL WRITTEN AND/OR ELECTRONIC AUTHORIZATIONS FOR A MINIMUM OF FIVE (5) YEARS FROM THE DATE OF INQUIRY.
- 3. CLIENT CERTIFIES THAT IT WILL NOT REQUEST A CONSUMER REPORT FOR EMPLOYMENT PURPOSES UNLESS:
 - END-USER PROCURES A CLEAR AND CONSPICUOUS DISCLOSURE OBTAINED IN WRITING AND/OR BY ELECTRONIC SIGNATURE
 FROM 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;
 - · THE CONSUMER HAS AUTHORIZED IN WRITING THE PROCUREMENT OF THE REPORT; AND
 - 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. THE CLIENT SHALL COMPLY FULLY WITH THE REQUIREMENTS OF THE FCRA WITH RESPECT TO PROVIDING NOTICE TO THE CONSUMER PRIOR TO AND FOLLOWING ANY ADVERSE ACTION, AND PROVIDE FOR FURTHER INVESTIGATION IF REQUESTED BY THE CONSUMER AS OUTLINED BY THE FCRA.
- 5. PRIOR TO TAKING ANY ADVERSE ACTION BASED IN WHOLE OR IN PART ON A REPORT, THE CLIENT SHALL PROVIDE TO THE CONSUMER TO WHOM THE REPORT RELATES A PRE- ADVERSE ACTION NOTICE THAT INCLUDES THE FOLLOWING.
 - (A) A COPY OF THE REPORT; AND
 - (B) A COPY OF THE CONSUMER'S WRITTEN AUTHORIZATION; AND
 - (c) A COPY OF THE FTC DOCUMENT "A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT" AS PROVIDED BY ALLIANCE 2020, INC.
- 6. FOLLOWING ANY ADVERSE ACTION BASED IN WHOLE OR IN PART ON THE REPORT, THE CLIENT SHALL PROVIDE THE CONSUMER WITH A NOTICE OF ADVERSE ACTION, INFORMING THE CONSUMER THAT THE CLIENT HAS MADE A FINAL DECISION ALONG WITH THE FOLLOWING DOCUMENTS:
 - (D) A COPY OF THE REVISED REPORT, IF IT HAS BEEN CHANGED BASED ON THE WRITTEN REQUEST OF THE CONSUMER FOLLOWING THE PRE-ADVERSE ACTION
 - (E) A COPY OF THE FTC DOCUMENT "A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT" AS PROVIDED BY ALLIANCE 2020, INC.
- 7. CLIENT FURTHER REPRESENTS AND WARRANTS THAT THE INFORMATION FROM THE INFORMATION FROM THE REPORT WILL BE USED SOLELY FOR PURPOSES PERMITTED UNDER THE FCRA AND SHALL NOT BE USED IN VIOLATION OF ANY APPLICABLE FEDERAL OR STATE EQUAL EMPLOYMENT OPPORTUNITY LAW OR REGULATION INCLUDING WITHOUT LIMITATION, THE CONSUMER CREDIT PROTECTION ACT 15 USC 1671, ET. SEQ., AND CLIENT AGREES TO INDEMNIFY AND DEFEND ALLIANCE 2020, INC. FROM ANY LOSS, CLAIM OR CAUSE OF ACTION ARISING FROM CLIENT'S BREACH OR VIOLATION OF ANY TERM SET FORTH HEREIN.
- 8. END-USER SHALL USE THE 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 THAT ARE NOT INVOLVED IN THE EMPLOYMENT DECISION.

I (WE) HAVE READ THE AFOREMENTIONED CERTIFICATION AND DO HEREBY AGREE TO ALL CONTENTS AND CERTIFY THAT WE WILL FOLLOW THE FAIR
CREDIT REPORTING ACT.

>	>
AUTHORIZED INDIVIDUAL PRINTED NAME	TITLE
>	>
AUTHORIZED INDIVIDUAL SIGNATURE	DATE



Exhibit A: Businesses Prohibited from Accessing Credit Reports Under this Agreement

THE BUSINESSES LISTED BELOW CANNOT BE PROVIDED CREDIT INFORMATION IN KEEPING WITH THE FAIR CREDIT REPORTING ACT (FCRA) AND THE POLICIES OF ALLIANCE 2020, INC.

- 1. ADULT ENTERTAINMENT SERVICE OF ANY KIND
- 2. BUSINESSES THAT OPERATE OUT OF AN APARTMENT OR UNRESTRICTED LOCATION WITHIN A RESIDENCE
- 3. ATTORNEY OR LAW OFFICES (EXCEPT COLLECTION ATTORNEYS OR REPORTS FURNISHED FOR EMPLOYMENT PURPOSES PER THE
- 4. BAIL BONDSMAN
- 5. CHECK CASHING
- 6. CREDIT COUNSELING
- 7. CREDIT REPAIR CLINIC OR ANY TYPE OF COMPANY INVOLVED IN CREDIT REPAIR ACTIVITY
- 8. DATING SERVICE
- 9. FINANCIAL COUNSELING
- 10. GENEALOGICAL OR HEIR RESEARCH FIRM
- 11. LAW FIRM (EXCEPT COLLECTION ATTORNEYS OR REPORTS FURNISHED FOR EMPLOYMENT PURPOSES PER THE FCRA)
- MASSAGE SERVICE
- COMPANY THAT LOCATES MISSING CHILDREN
- 14. PAWN SHOP
- 15. PRIVATE DETECTIVES, DETECTIVE AGENCIES OR INVESTIGATIVE COMPANIES
- 16. INDIVIDUAL SEEKING INFORMATION FOR THEIR PRIVATE USE
- 17. COMPANY THAT HANDLES THIRD PARTY REPOSSESSION
- 18. COMPANY OR INDIVIDUAL INVOLVED IN SPIRITUAL COUNSELING
- 19. SUBSCRIPTIONS (MAGAZINES, BOOK CLUBS, RECORD CLUBS, AND OTHER SIMILAR BUSINESSES.)
- 20. TATTOO SERVICE
- 21. COMPANY SEEKING INFORMATION IN CONNECTION WITH TIME SHARES
- 22. INSURANCE CLAIMS ASSET LOCATION SERVICE
- 23. CHILD LOCATION SERVICE COMPANY THAT LOCATES MISSING CHILDREN
- 24. FOREIGN COMPANY OR AGENCY OF A FOREIGN GOVERNMENT
- 25. NEW AGENCY
- 26. REPOSSESSION COMPANY
- 27. WEAPONS DEALER, SELLER OR DISTRIBUTOR



Addendum: End-User Certification of Compliance California Civil Code – Section 1785.14(a)

SECTION 1785.14(A), AS AMENDED, STATES THAT A CONSUMER CREDIT REPORTING AGENCY DOES NOT HAVE REASONABLE GROUNDS FOR BELIEVING THAT A CONSUMER CREDIT REPORT WILL ONLY BE USED FOR A PERMISSIBLE PURPOSE UNLESS ALL OF THE FOLLOWING REQUIREMENTS ARE MET:

Section 1785.14(a)(1) states: "If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name."

SECTION 1785.14(A) (2) STATES: "IF THE PROSPECTIVE USER IS A RETAIL SELLER, AS DEFINED IN SECTION 1802.3, AND INTENDS TO ISSUE CREDIT TO A CONSUMER WHO APPEARS IN PERSON ON THE BASIS OF AN APPLICATION FOR CREDIT SUBMITTED IN PERSON, THE RETAIL SELLER MUST CERTIFY, IN WRITING, TO THE CONSUMER CREDIT REPORTING AGENCY THAT IT INSTRUCTS ITS EMPLOYEES AND AGENTS TO INSPECT A PHOTO IDENTIFICATION OF THE CONSUMER AT THE TIME THE APPLICATION WAS SUBMITTED IN PERSON. THIS PARAGRAPH DOES NOT APPLY TO AN APPLICATION FOR CREDIT SUBMITTED BY MAIL."

SECTION 1785.14(a)(3) STATES: "IF THE PROSPECTIVE USER INTENDS TO EXTEND CREDIT BY MAIL PURSUANT TO A SOLICITATION BY MAIL, THE EXTENSION OF CREDIT SHALL BE MAILED TO THE SAME ADDRESS AS ON THE SOLICITATION UNLESS THE PROSPECTIVE USER VERIFIES ANY ADDRESS CHANGE BY, AMONG OTHER METHODS, CONTACTING THE PERSON TO WHOM THE EXTENSION OF CREDIT WILL BE MAILED."

In compliance with Section 1785.14(a) of the California Civil Code, to Consumer Reporting Agency as follows (You MUST select by checking either the box IS or the	("END-USER") HEREBY CERTIFIES BOX IS NOT BELOW):
END-USER IS ☐ IS NOT ☐ A RETAIL SELLER, AS DEFINED IN SECTION 1802.3 OF THE CALIFORNIA CIVIL CODE ('CONSUMERS WHO APPEAR IN PERSON ON BASIS OF APPLICATIONS FOR CREDIT SUBMITTED IN PERSON ("POINT OF	"RETAIL SELLER") AND ISSUES CREDIT TO F SALE").
END-USER ALSO CERTIFIES THAT IF END-USER IS A RETAIL SELLER WHO CONDUCTS POINT OF SALE TRANSACTIONS, JULY 1, 1998, INSTRUCT ITS EMPLOYEES AND AGENTS TO INSPECT A PHOTO IDENTIFICATION OF THE CONSUMER.	

IN PERSON.

END-USER ALSO CERTIFIES THAT IT WILL ONLY USE THE APPROPRIATE END-USER CODE NUMBER DESIGNATED BY CONSUMER REPORTING AGENCY FOR ACCESSING

IF END-USER IS NOT A RETAIL SELLER WHO ISSUES CREDIT IN POINT OF SALE TRANSACTIONS, END-USER AGREES THAT IF IT, AT ANY TIME HEREAFTER, BECOMES A RETAIL SELLER WHO EXTENDS CREDIT IN POINT OF SALE TRANSACTIONS, END-USER SHALL PROVIDE WRITTEN NOTICE OF SUCH TO CONSUMER REPORTING AGENCY PRIOR TO USING CREDIT REPORTS WITH POINT OF SALE TRANSACTIONS AS A RETAIL SELLER, AND SHALL COMPLY WITH THE REQUIREMENTS OF A RETAIL SELLER CONDUCTING POINT OF SALE TRANSACTIONS, AS PROVIDED IN THIS CERTIFICATION.

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CONSUMER REPORTS FOR CALIFORNIA POINT OF SALE TRANSACTIONS CONDUCTED BY RETAIL SELLER.



Addendum to Master Service Agreement: Office of Foreign Asset Control File Indicator Service

ALLIANCE 2020, INC. AGREES TO PROVIDE, AS AN ADD-ON SERVICE, AN INDICATOR WHETHER THE CONSUMER'S NAME APPEARS IN THE UNITED STATES DEPARTMENT OF THE TREASURY OFFICE OF FOREIGN ASSET CONTROL FILE (OFAC FILE) AS NOTED BELOW.

- 1. THE PROVISION OF THE OFAC FILE INDICATOR WILL BE IN STRICT ACCORDANCE WITH APPLICABLE LAWS AND POLICIES, INCLUDING BUT NOT LIMITED TO THE FAIR CREDIT REPORTING ACT (FCRA) AND THE POLICIES OF ALLIANCE 2020, INC..
- 2. THE OFAC FILE INDICATOR MAY BE PROVIDED AS EXCLUSION CRITERIA ON AN INPUT PRESCREEN LIST, OR AS AN APPEND TO A PRESCREENED LIST.
- 3. THE SUBSCRIBER/END-USER AGREES THAT IT IS SOLELY RESPONSIBLE FOR TAKING ANY ACTION REQUIRED BY FEDERAL LAW AS A RESULT OF A MATCH TO THE OFAC FILE INDICATOR
- 4. This service may be terminated in whole or in part at any time for any reason upon written notice to Subscriber/End-User.
- 5. IN THE EVENT SUBSCRIBER/END-USER OBTAINS OFAC FILE INDICATOR SERVICES IN CONJUNCTION WITH A CONSUMER REPORT, SUBSCRIBER/END-USER SHALL BE SOLELY RESPONSIBLE FOR TAKING ANY ACTION THAT MAY BE REQUIRED BY FEDERAL LAW AS A RESULT OF A MATCH TO THE OFAC FILE, AND SHALL NOT DENY OR OTHERWISE TAKE ANY ADVERSE ACTION AGAINST ANY CONSUMER BASED SOLELY ON THE OFAC FILE INDICATOR SERVICE.



Addendum to Master Service Agreement: Access Security Requirements

WE MUST WORK TOGETHER TO PROTECT THE PRIVACY AND INFORMATION OF CONSUMERS. THE FOLLOWING INFORMATION SECURITY MEASURES ARE DESIGNED TO REDUCE UNAUTHORIZED ACCESS TO CONSUMER INFORMATION. IT IS YOUR RESPONSIBILITY TO IMPLEMENT THESE CONTROLS. IF YOU DO NOT UNDERSTAND THESE REQUIREMENTS OR NEED ASSISTANCE, IT IS YOUR RESPONSIBILITY TO GET AN OUTSIDE SERVICE PROVIDER TO ASSIST YOU. ALLIANCE 2020, INC. RESERVES THE RIGHT TO MAKE CHANGES TO THESE ACCESS SECURITY REQUIREMENTS WITHOUT NOTIFICATION. THE INFORMATION PROVIDED HEREWITH PROVIDES MINIMUM BASELINES FOR INFORMATION SECURITY.

IN ACCESSING ALLIANCE 2020, INC.'S SERVICES, YOU AGREE TO FOLLOW THESE SECURITY REQUIREMENTS:

IMPLEMENT STRONG ACCESS CONTROL MEASURES

- (A) DO NOT PROVIDE YOUR ALLIANCE 2020, INC. SUBSCRIBER/END-USER CODES OR PASSWORDS TO ANYONE. NO ONE FROM ALLIANCE 2020, Inc. will ever contact you and request your Subscriber/End-User Code number or password.
- PROPRIETARY OR THIRD PARTY SYSTEM SOFTWARE MUST HAVE ALLIANCE 2020, INC. SUBSCRIBER/END-USER CODES AND (B) PASSWORD(S) HIDDEN. ACCOUNT NUMBERS AND PASSWORDS SHOULD BE KNOWN ONLY BY SUPERVISORY PERSONNEL.
- You must réquest your Subscriber/End-User Code password be changed immediately when: (C)
 - · ANY SYSTEM ACCESS SOFTWARE IS REPLACED BY ANOTHER SYSTEM ACCESS SOFTWARE OR IS NO LONGER USED;
- THE HARDWARE ON WHICH THE SOFTWARE RESIDES IS UPGRADED, CHANGED OR DISPOSED.

 PROTECT ALLIANCE 2020, INC. SUBSCRIBER/END-USER CODE(S) AND PASSWORD(S) SO THAT ONLY KEY PERSONNEL KNOW THIS (D)
- INFORMATION. UNAUTHORIZED PERSONNEL SHOULD NOT KNOW YOUR SUBSCRIBER/END-USER CODE(S) AND PASSWORD(S). (E) CREATE A UNIQUE USER ID FOR EACH USER TO ENABLE INDIVIDUAL AUTHENTICATION AND ACCOUNTABILITY FOR ACCESS TO ALLIANCE
- 2020, INC.'S INFRASTRUCTURE. EACH USER OF THE SYSTEM ACCESS SOFTWARE MUST ALSO HAVE A UNIQUE LOGON PASSWORD. ENSURE THAT USER IDS ARE NOT SHARED AND THAT NO PEER-TO-PEER FILE SHARING IS ENABLED ON THOSE USERS' PROFILES.
- KEEP USER PASSWORDS CONFIDENTIAL. (G)
- DEVELOP STRONG PASSWORDS THAT ARE:
 - · NOT EASILY GUESSABLE (I.E. YOUR NAME OR COMPANY NAME, REPEATING NUMBERS AND LETTERS OR CONSECUTIVE NUMBERS AND LETTERS)
 - CONTAIN A MINIMUM OF SEVEN (7) ALPHA/NUMERIC CHARACTERS FOR STANDARD USER ACCOUNTS
- IMPLEMENT PASSWORD PROTECTED SCREENSAVERS WITH A MAXIMUM FIFTEEN (15) MINUTE TIMEOUT TO PROTECT UNATTENDED (1) WORKSTATIONS.
- ACTIVE LOGINS TO CREDIT INFORMATION SYSTEMS MUST BE CONFIGURED WITH A 30-MINUTE INACTIVE SESSION TIMEOUT.
- RESTRICT THE NUMBER OF KEY PERSONNEL WHO HAVE ACCESS TO CREDIT INFORMATION. (K) (L)
- ENSURE THAT PERSONNEL WHO ARE AUTHORIZED ACCESS TO CREDIT INFORMATION HAVE A BUSINESS NEED TO ACCESS SUCH INFORMATION AND UNDERSTAND THESE REQUIREMENTS TO ACCESS SUCH INFORMATION ARE ONLY FOR THE PERMISSIBLE PURPOSE LISTED IN THE PERMISSIBLE PURPOSE INFORMATION SECTION OF YOUR MEMBERSHIP APPLICATION. 7/11 ALLIANCE 2020, INC. PROPRIETARY ENSURE THAT YOU AND YOUR EMPLOYEES DO NOT ACCESS YOUR OWN CREDIT REPORTS OR THOSE REPORTS OF ANY FAMILY MEMBER(S)
- (M) OR FRIEND(S) UNLESS IT IS IN CONNECTION WITH A CREDIT TRANSACTION OR FOR ANOTHER PERMISSIBLE PURPOSE
- IMPLEMENT A PROCESS TO TERMINATE ACCESS RIGHTS IMMEDIATELY FOR USERS WHO ACCESS ALLIANCE 2020, INC. CREDIT (N) INFORMATION WHEN THOSE USERS ARE TERMINATED OR WHEN THEY HAVE A CHANGE IN THEIR JOB TASKS AND NO LONGER REQUIRE ACCESS TO THAT CREDIT INFORMATION.
- AFTER NORMAL BUSINESS HOURS, TURN OFF AND LOCK ALL DEVICES OR SYSTEMS USED TO OBTAIN CREDIT INFORMATION. (0)
- IMPLEMENT PHYSICAL SECURITY CONTROLS TO PREVENT UNAUTHORIZED ENTRY TO YOUR FACILITY AND ACCESS TO SYSTEMS USED TO OBTAIN CREDIT INFORMATION.

MAINTAIN A VULNERABILITY MANAGEMENT PROGRAM

- KEEP OPERATING SYSTEM(S), FIREWALLS, ROUTERS, SERVERS, PERSONAL COMPUTERS (LAPTOPS AND DESKTOPS) AND ALL OTHER (A) SYSTEMS CURRENT WITH APPROPRIATE SYSTEM PATCHES AND UPDATES.
- (B) CONFIGURE INFRASTRUCTURE SUCH AS FIREWALLS, ROUTERS, PERSONAL COMPUTERS, AND SIMILAR COMPONENTS TO INDUSTRY BEST SECURITY PRACTICES, INCLUDING DISABLING UNNECESSARY SERVICES OR FEATURES, AND REMOVING OR CHANGING DEFAULT PASSWORDS, IDS AND SAMPLE FILES/PROGRAMS, AND ENABLING THE MOST SECURÉ CONFIGURATION FEATURES TO AVOID UNNECESSARY RISKS.
- (C) IMPLEMENT AND FOLLOW CURRENT BEST SECURITY PRACTICES FOR COMPUTER VIRUS DETECTION SCANNING SERVICES AND PROCEDURES:
 - USE, IMPLEMENT AND MAINTAIN A CURRENT, COMMERCIALLY AVAILABLE COMPUTER VIRUS DETECTION/SCANNING PRODUCT ON ALL COMPUTERS, SYSTEMS AND NETWORKS.
 - · IF YOU SUSPECT AN ACTUAL OR POTENTIAL VIRUS, IMMEDIATELY CEASE ACCESSING THE SYSTEM AND DO NOT RESUME THE INQUIRY PROCESS UNTIL THE VIRUS HAS BEEN ELIMINATED.
 - ON A WEEKLY BASIS AT A MINIMUM, KEEP ANTI-VIRUS SOFTWARE UP-TO-DATE BY CONFIGURING AUTO UPDATES AND INSTALLING NEW VIRUS DEFINITION FILES.
- (D) IMPLEMENT AND FOLLOW SECURITY BEST PRACTICES FOR COMPUTER ANTI-SPYWARE SCANNING SERVICES AND PROCEDURES:
 - · USE, IMPLEMENT AND MAINTAIN A CURRENT, COMMERCIALLY AVAILABLE COMPUTER ANTI-SPYWARE SCANNING PRODUCT ON COMPUTERS, SYSTEMS AND NETWORKS.
 - IF YOU SUSPECT ACTUAL OR POTENTIAL SPYWARE, IMMEDIATELY CEASE ACCESSING THE SYSTEM AND DO NOT RESUME THE INQUIRY PROCESS UNTIL THE PROBLEM HAS BEEN RESOLVED AND ELIMINATED.
 - · RUN A SECONDARY ANTI-SPYWARE SCAN UPON COMPLETION OF THE FIRST SCAN TO ENSURE ALL SPYWARE HAS BEEN REMOVED FROM YOUR COMPUTERS.
- KEEP ANTI-SPYWARE SOFTWARE UP-TO-DATE BY CHECKING OR CONFIGURING AUTO UPDATES AND INSTALLING NEW ANTI-SPYWARE (E) DEFINITION FILES WEEKLY, AT A MINIMUM. IF YOUR COMPANY'S COMPUTERS HAVE UNFILTERED OR UNBLOCKED ACCESS TO THE INTERNET (WHICH PREVENTS ACCESS TO SOME KNOWN PROBLEMATIC SITES), THEN IT IS RECOMMENDED THAT ANTI-SPYWARE SCANS BE COMPLETED MORE FREQUENTLY THAN WEEKLY.



3. PROTECT DATA

- (A) DEVELOP AND FOLLOW PROCEDURES TO ENSURE THAT DATA IS PROTECTED THROUGHOUT ITS ENTIRE INFORMATION LIFECYCLE (FROM CREATION, TRANSFORMATION, USE, STORAGE AND SECURE DESTRUCTION) REGARDLESS OF THE MEDIA USED TO STORE THE DATA (I.E., TAPE. DISK. PAPER. ETC.)
- (B) ALLIANCE 2020, INC. DATA IS CLASSIFIED CONFIDENTIAL AND MUST BE SECURED TO THIS REQUIREMENT AT A MINIMUM.
- (C) PROCEDURES FOR TRANSMISSION, DISCLOSURE, STORAGE, DESTRUCTION AND ANY OTHER INFORMATION MODALITIES OR MEDIA SHOULD ADDRESS ALL ASPECTS OF THE LIFECYCLE OF THE INFORMATION.
- (D) ENCRYPT ALL ALLIANCE 2020, INC. DATA AND INFORMATION WHEN STORED ON ANY LAPTOP COMPUTER AND IN THE DATABASE USING AES OR 3DES WITH 128-BIT KEY ENCRYPTION AT A MINIMUM.
- (E) ONLY OPEN EMAIL ATTACHMENTS AND LINKS FROM TRUSTED SOURCES AND AFTER VERIFYING LEGITIMACY.

4. MAINTAIN AN INFORMATION SECURITY POLICY

- (A) DEVELOP AND FOLLOW A SECURITY PLAN TO PROTECT THE CONFIDENTIALITY AND INTEGRITY OF PERSONAL CONSUMER INFORMATION AS REQUIRED UNDER THE GLB SAFEGUARDS RULE.
- (B) ESTABLISH PROCESSES AND PROCEDURES FOR RESPONDING TO SECURITY VIOLATIONS, UNUSUAL OR SUSPICIOUS EVENTS AND SIMILAR INCIDENTS TO LIMIT DAMAGE OR UNAUTHORIZED ACCESS TO INFORMATION ASSETS AND TO PERMIT IDENTIFICATION AND PROSECUTION OF VIOLATORS.
- (C) THE FACTA DISPOSAL RULES REQUIRES THAT YOU IMPLEMENT APPROPRIATE MEASURES TO DISPOSE OF ANY SENSITIVE INFORMATION RELATED TO CONSUMER CREDIT REPORTS AND RECORDS THAT WILL PROTECT AGAINST UNAUTHORIZED ACCESS OR USE OF THAT INFORMATION.
- (D) IMPLEMENT AND MAINTAIN ONGOING MANDATORY SECURITY TRAINING AND AWARENESS SESSIONS FOR ALL STAFF TO UNDERSCORE THE IMPORTANCE OF SECURITY IN YOUR ORGANIZATION.

5. BUILD AND MAINTAIN A SECURE NETWORK

- (A) PROTECT INTERNET CONNECTIONS WITH DEDICATED, INDUSTRY-RECOGNIZED FIREWALLS THAT ARE CONFIGURED AND MANAGED USING INDUSTRY BEST SECURITY PRACTICES.
- (B) INTERNAL PRIVATE INTERNET PROTOCOL (IP) ADDRESSES MUST NOT BE PUBLICLY ACCESSIBLE OR NATIVELY ROUTED TO THE INTERNET. NETWORK ADDRESS TRANSLATION (NAT) TECHNOLOGY SHOULD BE USED.
- (C) ADMINISTRATIVE ACCESS TO FIREWALLS AND SERVERS MUST BE PERFORMED THROUGH A SECURE INTERNAL WIRED CONNECTION ONLY.
- (D) ANY STANDALONE COMPUTERS THAT DIRECTLY ACCESS THE INTERNET MUST HAVE A DESKTOP FIREWALL DEPLOYED THAT IS INSTALLED
- AND CONFIGURED TO BLOCK UNNECESSARY/UNUSED PORTS, SERVICES, AND NETWORK TRAFFIC.

 (E) ENCRYPT WIRELESS ACCESS POINTS WITH A MINIMUM OF WEP 128-BIT ENCRYPTION, WPA ENCRYPTION WHERE AVAILABLE.
- (F) DISABLE VENDOR DEFAULT PASSWORDS, SSIDS AND IP ADDRESSES ON WIRELESS ACCESS POINTS AND RESTRICT AUTHENTICATION ON THE CONFIGURATION OF THE ACCESS POINT.

6. REGULARLY MONITOR AND TEST NETWORKS

- (A) PERFORM REGULAR TESTS ON INFORMATION SYSTEMS (PORT SCANNING, VIRUS SCANNING, VULNERABILITY SCANNING).
- (B) USE CURRENT BEST PRACTICES TO PROTECT YOUR TELECOMMUNICATIONS SYSTEMS AND ANY COMPUTER SYSTEM OR NETWORK DEVICE(S) YOU USE TO PROVIDE SERVICES HEREUNDER TO ACCESS ALLIANCE 2020, INC. SYSTEMS AND NETWORKS. THESE CONTROLS SHOULD BE SELECTED AND IMPLEMENTED TO REDUCE THE RISK OF INFILTRATION, HACKING, ACCESS PENETRATION OR EXPOSURE TO AN UNAUTHORIZED THIRD PARTY BY:
 - PROTECTING AGAINST INTRUSIONS;
 - SECURING THE COMPUTER SYSTEM'S AND NETWORK DEVICES;
 - · AND PROTECTING AGAINST INTRUSIONS OF OPERATING SYSTEMS OR SOFTWARE.

Record Retention: The Federal Equal Credit Opportunity Act, Sec. 202.12, states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, Alliance 2020, Inc. requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 25 months. When conducting an investigation, particularly following a consumer complaint that your company impermissibly accessed their credit report, Alliance 2020, Inc. will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.

"Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation."



Addendum to Master Service Agreement: End-User Data Breach Obligations

AS A SUBSCRIBER/END-USER OF CONSUMER INFORMATION YOU ARE REQUIRED TO IMPLEMENT AND MAINTAIN ACCESS AND SECURITY MEASURES TO PROTECT THIS SENSITIVE INFORMATION FROM DATA BREACHES.

A DATA BREACH OCCURS WHEN SENSITIVE INFORMATION IS STORED, DELIVERED, DISPLAYED, TRANSMITTED OR EXPOSED TO END-USER CLIENTS AND OTHERS WITHOUT PERMISSIBLE PURPOSES IN A MANNER THAT IS INCONSISTENT WITH OR IN VIOLATION OF APPLICABLE LAWS AND/OR ALLIANCE 2020, INC. POLICY. DATA BREACHES INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING EVENTS AND TYPES OF EVENTS.

- STOLEN, LOST OR MISSING COPIES OF CONSUMER INFORMATION, INCLUDING BUT NOT LIMITED TO PAPER AND ELECTRONIC COPIES, INCLUDING FILES, BACKUP MEDIA, COMPUTERS, COMPUTER HARD DISKS, AND OTHER SIMILAR ITEMS.
- 2. ONLINE EXPOSURE OF CONSUMER INFORMATION ONLINE IN ANY FASHION, INCLUDING BUT NOT LIMITED TO INTENTIONAL OR UNINTENTIONAL E-MAIL OR WEB BROWSER TECHNOLOGY
- LOST, STOLEN OR EXPOSED PASSWORDS
- 4. LOST OR STOLEN PACKAGES AND/OR CORRESPONDENCE CONTAINING CONSUMER INFORMATION
- 5. HACKER INTRUSION INTO SYSTEMS THAT ARE THOUGHT TO BE SECURE
- 2. ESTABLISHMENT OF BOGUS ACCOUNTS
- USE OF LEGITIMATE ACCOUNTS FOR FRAUDULENT PURPOSES
- 4. UNAUTHORIZED ACCESS TO CONSUMER INFORMATION BY A DISHONEST EMPLOYEE OR FORMER EMPLOYEE

IF A DATA BREACH IS SUSPECTED TO HAVE OCCURRED BUT HAS NOT BEEN CONFIRMED BY ALLIANCE 2020, INC., THE SUBSCRIBER/END-USER IS RESPONSIBLE TO TAKE ACTION IN THE SAME MANNER AS IF AN ACTUAL CONFIRMED DATA BREACH HAD OCCURRED. SUCH ACTION IS TO CONTINUE AND PROGRESS UNTIL SUCH TIME THAT ALLIANCE 2020, INC. HAS NOTIFIED THE SUBSCRIBER/END-USER IN WRITING THAT THE SUSPECTED DATA BREACH HAS NOT OCCURRED.

AS A SUBSCRIBER/END-USER YOU ARE REQUIRED TO TAKE THE FOLLOWING STEPS WITH RESPECT TO DATA BREACHES:

- 1. IMPLEMENT FORMAL TRAINING CONSISTENT WITH INDUSTRY STANDARDS FOR ALL EMPLOYEES AND DEVELOP AND IMPLEMENT IN-HOUSE PROCEDURES.
- 2. NOTIFY ALLIANCE 2020, INC. OF THE DISCOVERY THAT A DATA BREACH (REAL OR SUSPECTED) HAS OCCURRED WITHIN 24 HOURS OF THE DISCOVERY.
- 3. ACTIVELY AND COMPLETELY COOPERATE IN A TIMELY MANNER WITH ALLIANCE 2020, INC. IN ANY INVESTIGATION INTO A REAL OR SUSPECTED DATA BREACH.
- 4. NOTIFY YOUR END-USER CUSTOMER THAT THEIR PERSONALLY SENSITIVE INFORMATION MAY HAVE BEEN COMPROMISED. ALLIANCE 2020, INC. WILL HAVE CONTROL OF THE NATURE AND TIMING OF CONSUMER CORRESPONDENCE RELATED TO THE BREACH WHEN ALLIANCE 2020, INC. INFORMATION IS INVOLVED.
- 5. COOPERATE WITH ALLIANCE 2020, INC. IN THE IMPLEMENTATION OF A CREDIT MONITORING SERVICE FOR EACH AFFECTED CONSUMER AS REQUIRED.



Addendum to Master Service Agreement: Consumer Information Disposal Requirements

1. DEFINITIONS

- (A) AS USED HEREIN, THE TERM "CONSUMER INFORMATION" SHALL MEAN ANY RECORD ABOUT AN INDIVIDUAL, WHETHER IN PAPER, ELECTRONIC, OR OTHER FORM, THAT IS A CONSUMER REPORT OR IS DERIVED FROM A CONSUMER REPORT. CONSUMER INFORMATION ALSO MEANS A COMPILATION OF SUCH RECORDS. CONSUMER INFORMATION DOES NOT INCLUDE INFORMATION THAT DOES NOT IDENTIFY INDIVIDUALS, SUCH AS AGGREGATE INFORMATION OR BLIND DATA.
- (B) "DISPOSE," "DISPOSING," OR "DISPOSAL" MEANS
 - I. THE DISCARDING OR ABANDONMENT OF CONSUMER INFORMATION, OR
 - II. THE SALE, DONATION OR TRANSFER OF ANY MEDIUM, INCLUDING COMPUTER EQUIPMENT, UPON WHICH CONSUMER INFORMATION IS STORED.
 - III. THE SHREDDING OR BURNING OF FABRIC OR FILM RIBBONS USED IN PRINTERS, TYPEWRITERS AND/OR COPY MACHINES THAT RETAIN AN IMPRESSION OF THE IMAGE THAT WAS PRINTED, TRANSMITTED OR REPRODUCED.

PROPER DISPOSAL OF CONSUMER INFORMATION

- (A) STANDARD. A PERSON WHO MAINTAINS CONSUMER INFORMATION FOR A BUSINESS PURPOSE MUST PROPERLY DISPOSE OF SUCH INFORMATION BY TAKING REASONABLE MEASURES TO PROTECT AGAINST UNAUTHORIZED ACCESS TO OR USE OF THE INFORMATION IN CONNECTION WITH ITS DISPOSAL
- (B) EXAMPLES. REASONABLE MEASURES TO PROTECT AGAINST UNAUTHORIZED ACCESS TO OR USE OF CONSUMER INFORMATION IN CONNECTION WITH ITS DISPOSAL INCLUDE THE FOLLOWING EXAMPLES
 - . IMPLEMENTING AND MONITORING COMPLIANCE WITH POLICIES AND PROCEDURES THAT REQUIRES THE BURNING, PULVERIZING, OR SHREDDING OF PAPERS CONTAINING CONSUMER INFORMATION SO THAT THE INFORMATION CANNOT PRACTICABLY BE READ OR RECONSTRUCTED.
 - II. IMPLEMENTING AND MONITORING COMPLIANCE WITH POLICIES AND PROCEDURES THAT REQUIRE THE DESTRUCTION OR ERASURE OF ELECTRONIC MEDIA CONTAINING CONSUMER INFORMATION SO THAT THE INFORMATION CANNOT PRACTICABLY BE READ OR RECONSTRUCTED.
 - III. AFTER DUE DILIGENCE, ENTERING INTO AND MONITORING COMPLIANCE WITH A CONTRACT WITH ANOTHER PARTY ENGAGED IN THE BUSINESS OF RECORD DESTRUCTION TO DISPOSE OF MATERIAL, SPECIFICALLY IDENTIFIED AS CONSUMER INFORMATION, IN A MANNER CONSISTENT WITH THIS RULE.
 - IV. FOR PERSONS WHO MAINTAIN CONSUMER INFORMATION THROUGH THEIR PROVISION OF SERVICES DIRECTLY TO A PERSON SUBJECT TO THIS PART, IMPLEMENTING AND MONITORING COMPLIANCE WITH POLICIES AND PROCEDURES THAT PROTECT AGAINST UNAUTHORIZED OR UNINTENTIONAL DISPOSAL OF CONSUMER INFORMATION, AND DISPOSING OF SUCH INFORMATION IN ACCORDANCE WITH EXAMPLES (B)(I) AND (II) OF THIS SECTION.



Addendum to Master Service Agreement: Certification that End-User will comply with the Fair Credit **Reporting Act**

FEDERAL FAIR CREDIT REPORTING ACT (AS AMENDED BY THE CONSUMER CREDIT REPORTING REFORM ACT OF 1996)

ALTHOUGH THE FCRA PRIMARILY REGULATES THE OPERATIONS OF CONSUMER CREDIT REPORTING AGENCIES, IT ALSO AFFECTS YOU AS A USER OF CONSUMER INFORMATION. THE FCRA MAY BE ACQUIRED ONLINE BY ACCESSING THE FEDERAL TRADE COMMISSION WEBSITE AT FTC.GOV. WE SUGGEST THAT YOU AND YOUR EMPLOYEES BECOME FAMILIAR WITH THE FOLLOWING SECTIONS IN PARTICULAR:

- § 604. PERMISSIBLE PURPOSES OF REPORTS § 607. COMPLIANCE PROCEDURES § 615. REQUIREMENT ON USERS OF CONSUMER REPORTS § 616. CIVIL LIABILITY FOR WILLFUL NONCOMPLIANCE § 617. CIVIL LIABILITY FOR NEGLIGENT NONCOMPLIANCE § 619. OBTAINING INFORMATION UNDER FALSE PRETENSES
- § 621. ADMINISTRATIVE ENFORCEMENT
- \S 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies

EACH OF THESE SECTIONS IS OF DIRECT CONSEQUENCE TO USERS WHO OBTAIN REPORTS ON CONSUMERS.

AS DIRECTED BY THE LAW, CREDIT REPORTS MAY BE ISSUED ONLY IF THEY ARE TO BE USED FOR EXTENDING CREDIT, REVIEW OR COLLECTION OF AN ACCOUNT, EMPLOYMENT PURPOSES, UNDERWRITING INSURANCE OR IN CONNECTION WITH SOME OTHER LEGITIMATE BUSINESS TRANSACTION SUCH AS IN INVESTMENT, PARTNERSHIP, AND OTHER LAWFUL AND PERMISSIBLE USES. IT IS IMPERATIVE THAT YOU IDENTIFY EACH REQUEST FOR A REPORT TO BE USED FOR EMPLOYMENT PURPOSES WHEN SUCH REPORT IS ORDERED. ADDITIONAL STATE LAWS MAY ALSO IMPACT YOUR USAGE OF REPORTS FOR EMPLOYMENT PURPOSES.

WE STRONGLY ENDORSE THE LETTER AND SPIRIT OF THE FEDERAL FAIR CREDIT REPORTING ACT. WE BELIEVE THAT THIS LAW AND SIMILAR STATE LAWS RECOGNIZE AND PRESERVE THE DELICATE BALANCE BETWEEN THE RIGHTS OF THE CONSUMER AND THE LEGITIMATE NEEDS OF COMMERCE.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, WE EXPECT THAT YOU AND YOUR STAFF WILL COMPLY WITH ALL RELEVANT FEDERAL STATUTES AND THE STATUTES AND REGULATIONS OF THE STATES IN WHICH YOU OPERATE.

ALLIANCE 2020, INC. SUPPORTS LEGISLATION THAT WILL ASSURE FAIR AND EQUITABLE TREATMENT FOR ALL CONSUMERS AND USERS OF CREDIT INFORMATION.

CUSTOMER CERTIFIES THAT IT WILL COMPLY WITH APPLICABLE PROVISIONS OF THE FEDERAL FAIR CREDIT REPORTING ACT.

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Master Death File Addendum

Access to the Death Master File as issued by the Social Security Administration requires an entity to have a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule regulation, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. §1110.102(a)(1).

The National Technical Information Service has issued the Interim Final Rule for temporary certification permitting access to the Death Master File ("DMF"). Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, access to the DMF is restricted to only those entities that have a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule regulation, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). As many Alliance 2020, Inc. services contain information from the DMF, Alliance 2020, Inc. would like to remind you of your continued obligation to restrict your use of deceased flags or other indicia within the Alliance 2020, Inc. services to legitimate fraud prevention or business purposes in compliance with applicable laws, rules and regulations and consistent with your applicable Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) or Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) use. Your continued use of Alliance 2020, Inc. services affirms your commitment to comply with these terms and all applicable laws.

Subscriber/End-User shall indemnify and hold harmless Alliance 2020, Inc., TransUnion, Equifax, Experian and the US Government / NTIS from all claims, demands, damages, expenses and losses whether sounding in tort, contract or otherwise, arising from or in connection with Subscriber/End-Users' use of the Master Death File.

Subscriber/End-User Name:	acknowledges you will not take any adverse action agains ormation from the deceased flags or other indicia within the Alliance
2020, IIIC. SCIVICES.	
>	>
AUTHORIZED INDIVIDUAL PRINTED NAME	TITLE
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AUTHORIZED INDIVIDUAL SIGNATURE	Date



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 forth iŋ Consumer Financial Protection Bureau's (CFPB) full at the website 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 Bureau'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.

- 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 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. Section 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 or 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 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 Consumer Financial Protection Bureau.
 - 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 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 the 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 subject 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:
 - O 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 below.
 - O Upon 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 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. <u>Section 603(l)</u>, 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. This statement must include the address and the toll-free telephone number of the appropriate notification system.
- In addition, once the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant 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:

the identity of all end-users:

certifications from all users of each purposes for which reports will be used; and 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. <u>Sections 616, 617, and 621.</u> In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. <u>Section</u> 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 the FCRA sections in the U.S. Code, 15 U.S.C.§ 1681 et seq.:

Section 602	15 U.S.C. 1681 15
Section 603	U.S.C. 1681a
Section 604	15 U.S.C. 1681b 15
Section 605	U.S.C. 1681c 15
Section	U.S.C. 1681CA 15
605A	U.S.C. 1681CB 15 U.S.C. 1681d 15
Section	U.S.C. 1681e
605B	
Section 606	15 U.S.C. 1681f 15
Section 607	U.S.C. 1681g 15 U.S.C. 1681h 15
Section 608	U.S.C. 1681i 15
Section 609	U.S.C. 1681j 15
Section 610	U.S.C. 1681k 15 U.S.C. 1681l 15
Section 611	U.S.C. 1681m
Section 612	0.5.0. 1001111
Section 613	
Section 614	15 U.S.C. 1681n 15
Section 615	U.S.C. 16810 15 U.S.C. 1681p 15
Section 616	U.S.C. 1681q
Section 617	, , , , ,
Section 618	15 U.S.C. 1681r 15
Section 619	U.S.C. 1681S 15 U.S.C. 1681S-1 15 U.S.C. 1681S-2 15
Section 620	U.S.C. 10015-1 15
Section 621	U.S.C. 1681t
Section 622	
Section 623	15 U.S.C. 1681u 15
Section 624	U.S.C. 1681V 15 U.S.C. 1681W 15
Section 625	U.S.C. 1681X 15
Section 626	U.S.C. 1681y
Section 627	
Section 628	
Section 629	



Remedying the Effects of Identity Theft

Para informacion en espanol, visite <u>www.consumer.gov/idtheft</u> o escribe a la FTC, Consumer Response Centre, Room 130-B, 600 Pennsylvania Avenue, N.W. Washington, D.C. 20580

You are receiving this information because you have notified a consumer reporting agency that you believe that you are a victim of identity theft. Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or get a loan in your name. For more information, visit www.consumer.gov/idtheft or write to: FTC, Consumer Response Center, Room 130-B, 600 Pennsylvania Avenue, N.W. Washington, D.C., 20580.

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

1. You have the right to ask that nationwide consumer reporting agencies place "fraud alerts" in your file to let potential creditors and others know that you may be a victim of identity theft. A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as that agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.

Equifax: 1-800-525-6285; www.equifax.com

Experian: 1-888-EXPERIAN (397-3742); www.experian.com

TransUnion: 1-800-680-7289; www.transunion.com

An <u>initial fraud alert</u> stays in your file for at least 90 days. An <u>extended alert</u> stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an extended alert, you will have to provide an identity theft report. An identity theft report includes a copy of a report you have filed with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit. For more detailed information about the identity theft report, visit <u>www.consumer.gov/idtheft</u>.

- 2. You have the right to free copies of the information in your file (your "file disclosure"). An initial fraud alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an extended alert entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also have the ability to obtain additional free file disclosures under other provisions of the FCRA. See www.ftc.gov/credit.
- 3. You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information. A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It also may specify an address for you to send your request. Under certain circumstances, a business can refuse to provide you with these documents. See www.consumer.gov/idtheft.
- 4. You have the right to obtain information from a debt collector. If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief like the name of the creditor and the amount of the debt.
- 5. If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file. An identity thief may run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identify the information to block, and provide the consumer reporting agency with proof of your identity and a copy of your identity theft



report. The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.

6. You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe the information is a result of identity theft. To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an identity theft report.

To learn more about identity theft and how to deal with its consequences, visit www.consumer.gov/idtheft, or write to the FTC. You may have additional rights under state law. For more information, contact your local consumer protection agency or your state attorney general.

In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has many other important consumer protections. They are described in more detail at www.ftc.gov/credit.



A Summary of Your Rights Under the Fair Credit Reporting Act

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

The Federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit
 - you are the victim of identity theft and place a fraud alert in your file; your file contains inaccurate information as a result of fraud;

 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.



- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you
 only to people with a valid need -- usually to consider an application with a creditor, insurer,
 employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-0PTOUT (1-888-567-8688).
- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of
 consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA,
 you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) P 0 Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: www.federalreserveconsumerhelp.gov Email Address: ConsumerHelp@FederalReserve.gov
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation , Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture
	Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051



Addendum to Master Service Agreement: Third-Party Inspection Acknowledgement and Agreement

In order to process your new Subscriber/End-User account with Alliance 2020, Inc. an onsite inspection is required. This policy has been set forth by the Credit Bureaus as a result of attention regarding a wide range of data breaches. This has caused heightened security concerns by consumers, legislators, regulators and businesses. These incidents emphatically underscore the need for all organizations to review current business practices to specifically improve information security and protection of sensitive consumer data.

Alliance 2020, Inc. has a well-earned reputation as a responsible steward of the highly proprietary and sensitive personal information under its care. We take this role very seriously and invest heavily to ensure that our information is maintained in a safe and secure environment, used in a manner consistent with the requirements of state and federal laws and our own stringent business practices. We provide information only to end-users who have legitimate and permissible purpose for access, use and security of the data.

Alliance 2020, Inc. is required by the Credit Bureaus to employ the services of an approved vendor or Alliance 2020, Inc. staff member to conduct the required physical inspection of your company if you are obtaining credit reports for employment purposes.

Alliance 2020, Inc. charges a one-time onsite inspection fee for all new Subscriber/End-User locations, including branch offices and "net" branch offices to help defray the expense of setting up an account

You will be contacted by a representative of Alliance 2020, Inc. or an independent inspection firm to schedule an appointment for your onsite inspection. The inspection only takes 10 or 15 minutes, and will typically be completed within three days.

Inspection Checklist

An onsite physical inspection will be undertaken at your location for the purpose of performing due diligence by Alliance 2020, Inc. The inspection will include at least two photographs of your location, including the interior and exterior. All information acquired in the inspection will be kept confidential.

You will be contacted in advance to schedule this inspection. You are encouraged to verify the identity of the inspector, and to contact Alliance 2020, Inc. if you have any questions about the inspection or the inspector.

The lists below are summaries of the items that may be audited and/or scrutinized. This list is not intended to be comprehensive, but is provided as a guide. The inspection may include the verification of items on your application and examination of your facilities with respect to security and compliance with other Bureau policies, as detailed in your application packet.

A separate list is provided for commercial locations and residential locations. In every case, the inspector will make the determination if the location is a commercial location or a residential location.

Commercial Location Inspection Items	Residential Location Inspection Items
Determine if the office space is shared with other businesses and/or is an executive suite with a shared receptionist.	Determine if the location is in an apartment or high-rise condominium.
If the location is shared, determine if the individual offices are separately locked.	Determine if the work area is physically separated from the living quarters.
Determine if prohibited businesses are operating at or adjacent to the business location.	Determine if prohibited businesses are operating at or adjacent to the business location.
Determine if there is evidence of displayed business license(s) as required by law.	Determine if there is evidence of displayed business license(s) as required by law.
Examine confidential document storage (locked) and destruction facilities/general office observations	Examine confidential document storage (locked) and destruction facilities/general office observations.
Record the method of receiving reports and location/security of equipment.	Record the method of receiving reports and location/security of equipment.
Confirm that the address on application matches the property address.	Confirm that the address on application matches the property address.