

USA LANDLORDS Terms and Conditions

Between: Your Name is deemed to go here (Herein after called "The Member") **And** TVS Tenant Verification Service Inc. (Herein after called "The Company")

1. The Company agrees to:
 - a) furnish such information ("Consumer Report") and services as requested by The Member for stated fees and as permitted by law.
 - b) provide such other services from time to time as may be deemed by The Company to be beneficial to The Member.
2. By executing this Agreement, The Member certifies that The Member received and read the Notice to Users of Consumer Reports which is available here... <http://business.ftc.gov/documents/bus49-using-consumer-reports-what-landlords-need-know>
3. The Member certifies that The Member shall comply with all federal, state, and local statutes, regulations, and rules applicable to it, including without limitation, the Fair Credit Reporting Act.
4. The Member certifies that The Member does not intend to resell or otherwise provide or transfer the Credit Information in whole or in part to any other person or entity. The Credit Information is for The Member's exclusive and one-time use.
5. The Member agrees to use Consumer Reports only relating to its legitimate business purpose and for a purpose authorized by the Federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. (FCRA). The Member further agrees that the permissible purpose for obtaining consumer reports is **tenant screening AND with the written instructions of the consumer** and not for any other purposes, including without limitation, any purpose prohibited by law.
6. The Member acknowledges and understands that with each request for Credit Information relating to an Authorized Share, The Company shall provide the Connect API Token to Experian that identifies The Member's name and permissible purpose for such transaction.
7. The Member acknowledges that access to The Company's services requires secure access to the internet via a password protected laptop or desktop computer as all transactions are conducted electronically. The Member agrees to keep all login information including but not limited to usernames and passwords used to access The Member's online account with The Company private, and acknowledges they must not share this information with any other person.
8. The Member agrees to refer any consumer seeking to question or challenge the content of a Consumer Report relating to him or her to The Company.
9. The Member certifies that he/she is not a bail bond company, credit repair company (including credit counseling and credit clinics), investigative company (including private investigators and detective agencies), attorney or paralegal firm, news agency or journalist, law enforcement personnel, dating service, asset location service, has never been involved in credit fraud or other unethical business practices, is not listed on any credit reporting agency notification, and that the business operation for which this application is being made is one of renting real property (houses, apartments or commercial buildings) which The Member does not occupy.
10. The Member acknowledges that The Company cannot guarantee the accuracy of any Consumer Report and accepts all information "AS IS". The Member acknowledges and agrees that The Company obtains its data from third-party sources, which may or may not be completely thorough and accurate, and The Member shall not rely on The Company for the accuracy or completeness of information supplied through The Company's services.

11. In no way shall The Company, its directors or employees be liable in any manner whatsoever for any loss or injury to The Member resulting from the obtaining or furnishing of a Consumer Report. The Member agrees to save and hold The Company, its directors and employees harmless and indemnify them from any claims, losses, damages or costs arising from the publication or disclosure of a Report from The Company to The Member.
12. The Member agrees to update their contact information with The Company when it changes. The Member may login to their online account with The Company to update their contact information, or they may contact The Company to do so.
13. All terms, conditions, warranties or transactions under this agreement are subject to the Fair Credit Reporting Act and any provision of this agreement not in compliance therewith shall be deemed to be amended to comply.
14. The Member acknowledges that he/she may obtain a paper copy of this agreement by clicking on the PDF link provided during sign up. You may also access this link by clicking [HERE](#).
15. The Member acknowledges that if he/she wishes to withdraw consent to conduct transactions electronically, The Member must submit an email to The Company informing The Company of such. The Member also acknowledges that if he/she withdraws consent to conduct transactions electronically, The Member's account with The Company will be deactivated and The Member will no longer be able to access The Company's services.
16. This agreement shall continue in effect from year to year unless terminated by breach or canceled by either party.
17. The Member hereby agrees to all the terms in the FCRA (Fair Credit Reporting Act) and certifies that he/she has a permissible purpose for obtaining Consumer Reports as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) as amended by the Consumer Credit Reporting Act of 1996, hereinafter called "FCRA".

FCRA Requirements

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 information. We have included a link [HERE](#) to the FCRA.

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
- § 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies
- § 628. Disposal of Records

Each of these sections above is of direct consequence to users who obtain reports on consumers.



VantageScore Credit Score Notice

The Company utilizes the VantageScore credit score. The VantageScore credit score may or may not be used by the Consumer's lenders, and is not an endorsement or guarantee of Consumer's credit worthiness as seen by lenders.

Please be aware that there are many scoring models used in the marketplace. Each scoring model may have its own set of factors and scale. The information and credit scoring may be different than that used by a lender. The VantageScore credit score may not be identical in every respect to any other credit score produced by another company or used by the Consumer's lender.

Consumer's VantageScore credit score is calculated using Consumer's actual data from Consumer's credit file at the time of The Company's request. Keep in mind, however, that other factors, such as length of employment and annual salary, are often taken into consideration by lenders when making decisions about the Consumer. How each lender weighs its chosen factors may vary, but the exact formula used to calculate Consumer's score is proprietary.

Also note that each consumer reporting agency has its own set of data, resulting in a separate VantageScore credit score for each of the Consumer's credit files.

You agree to request VantageScore credit scores only for your use alone for the purposes certified to The Company and for no other purpose or use. All VantageScore credit scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person except (i) to those employees of The Member with a need to know and during their employment; (ii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the VantageScore; (iii) as required by law or as otherwise set forth in your agreement with The Company.

The Member agrees that the VantageScores may be stored solely for The Member's own use in furtherance of The Member's original purpose for obtaining the VantageScore. The Member shall not use the VantageScore for model development or model calibration and shall not reverse engineer the VantageScore.

VantageScore is owned by VantageScore Solutions, LLC.

Electronic Consent

I certify that I have read and understand the above terms & conditions and will take all reasonable measures to enforce them within my facility. I certify that I will use the Experian product information for no other purpose other than what is stated above.

Continuing with the registration process constitutes The Member's consent to conduct a binding electronic transaction with The Company and further consents to receiving notices and related services electronically. Clicking on I Agree below constitutes The Member's electronic signature and is legally effective and will be used by The Company as if it is a written signature