



APPLICATION AND MEMBERSHIP AGREEMENT

1. Application Information

Client Name: _____

Physical Address: _____

City _____ **State** ____ **Zip** _____

Telephone: _____ **Facsimile:** _____

Company Website: _____

Type of Business Entity:

- Corporation** _____
- Limited Liability Company** _____
- Partnership** _____
- Sole Proprietor** _____

Other Business Name(s) or DBA: _____

Federal Tax Identification Number: _____

Contact Individual/Account Representative:

Name _____

Position _____

Telephone Number _____

Email Address _____

Log in:

Username _____

Password _____

Area of Business (loan officer, mortgage broker, automobile sales, banker, lender, ect.): _____

Along with this Application, please provide one of the following documents:

A photocopy of any of the following individual's driver's license:

**Principal
Officer
Director
Partner
Any fully authorized employee**

Voided Business Check

Any Professional License (business, banking, brokerage, ect.), Charter, FDIC

2. Membership Agreement

This Membership Agreement is entered into by and between Credit Resurrection, LLC and _____ (herein after referred to as, "Member"). Member certifies and represents that it is a _____ (type of business) and has a permissible purpose in acquiring the consumer credit reports at issue in this agreement. "Permissible purpose" is defined by Section 604 of the federal Fair Credit Reporting Act (15 U.S.C. §1681 *et seq.*) ("FCRA") and is regulated by the Federal Trade Commission ("FTC"), the FCRA, the Fair and Accurate Credit Transactions Act ("FACTA") and the Graham-Leach-Bliley Act (collectively, the "Acts"). Member also agrees that it will use consumer credit report information only in compliance with the FTC, all of the above Acts and all other applicable federal and state laws concerning same and only for the following permissible purpose _____.

Member agrees to the following:

- a. Verify the identity of the consumer of each report;
- b. Obtain written authorization from the consumer prior to accessing the consumer's credit file;
- c. Permit Credit Resurrection to audit Member's procedures related to this Membership Agreement;
- d. Understand that the three national credit bureaus (Experian, Equifax & TransUnion) may periodically audit Member directly or via Credit Resurrection regarding Member's compliance with the FCRA;
- e. Maintain all credit information in strict confidence and disclose only to those whose duties reasonably relate to the legitimate business purpose for which the information is requested, except as otherwise required by law;
- f. Certify that Member will order credit reports for no other purpose except in connection with a mortgage loan or other approved application; and
- g. Never order credit reports on itself, its employees or any other person unless it is in specific connection with a mortgage loan or other approved application.

Member certifies and represents that it will request and use the consumer credit information provided by Credit Resurrection solely for the "permissible purpose" noted above in compliance with the FCRA.

Credit Resurrection maintains a high standard of quality and strict adherence to the law. As such, it also requires that Member and its employees become familiar with the FCRA and, specifically, the following sections of the FCRA:

§604 Permissible Purpose of Reports
§607 Obligations of Resellers
§615 Requirements on Users of Consumer Reports
§619 Obtaining Information Under False Pretenses
§623 Responsibilities of Furnishers & Obligations of Users of Consumer Reports

It is important to note that any person who violates that FCRA may be liable for a civil penalty of not more than \$2,500.00 per violation. The FCRA also dictates that any person who knowingly and willfully obtains credit information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 U.S.C., imprisoned for not more than two years, or both.

The sections above are of direct consequence to users who obtain reports on consumers. Credit Resurrection has a strong sense of integrity and supports the letter and spirit of the FCRA. We believe that this law, as well as all applicable state laws, recognizes and preserves the important balance between the rights of the consumer and the legitimate needs of commerce.

A. Internet Based Service Account

Credit Resurrection is an Internet-based online service for our members, subject to the terms and conditions of this Membership Agreement. By registering, logging in, and using these services, you are agreeing to the terms of this Membership Agreement. You may not use the services of this web site without first accepting this Membership Agreement.

BY CONTINUING TO USE THE SERVICES, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, CREDIT RESURRECTION, LLC IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO THE SERVICES AND YOU SHOULD IMMEDIATELY DISCONTINUE YOUR USE OF THE SERVICES.

Credit Resurrection, LLC may modify this Membership Agreement from time to time in its sole discretion with or without notice to you. You should review this Membership Agreement periodically to ensure familiarity with its then-current terms and conditions. Your continued use of the services shall constitute your acceptance of this Membership Agreement and your continued use of the services following any modification of this Membership Agreement shall constitute your acceptance of such modifications to this Membership Agreement.

B. Use of Your Account

When you register, you will create a user name and password to access your account. You agree that you will keep this information confidential. You are completely responsible for maintaining the confidentiality of your password and for all activities undertaken with your account and password. Credit Resurrection, LLC is not responsible in any way, and will not be liable to you or to any third person, if you do not comply with the terms of this paragraph. Furthermore, you agree to notify Credit Resurrection, LLC immediately of any unauthorized use of your account or other security issues.

C. Credit Resurrection, LLC's Acceptance of Membership Agreement

Credit Resurrection, LLC, in its absolute discretion, reserves the right to refuse to approve the Membership Agreement for any applicant. The applicant agrees that the submission of an application does not obligate Credit Resurrection, LLC to accept the Membership Agreement. The applicant agrees that Credit Resurrection, LLC shall not be liable for loss or damages that may result from Credit Resurrection, LLC's refusal to accept the Membership Agreement. If the application is not accepted, Credit Resurrection, LLC will notify the applicant and return any payments received.

D. Termination of Membership Agreement

Credit Resurrection, LLC, at its discretion, may change, suspend or discontinue any aspect of the service at any time, including the availability of any service feature, database, or content. Credit Resurrection, LLC may also impose limits on certain features and services or restrict your access to parts or all of the service without notice or liability.

Furthermore, Credit Resurrection reserves the right to terminate this Membership Agreement for any violations or breaches of same.

E. Service and Maintenance of Website

By agreeing to the terms of this Membership Agreement, you also agree and acknowledge that, at times, your access or use of this web site may be prevented by certain factors outside our reasonable control including, without limitation, the unavailability, inoperability or interruption of the internet or other telecommunications services or as a result of any maintenance or other service work carried out on this web site. Credit Resurrection does not accept any responsibility and will not be liable for any loss or damage whatsoever arising out of or in connection with any ability/inability to access or to use the web site.

F. Copyright

All content on this web site is owned by Credit Resurrection, LLC and protected by applicable law, with all rights reserved. No production, distribution, or transmission of the copyrighted materials at this web site is permitted without the written permission of Credit Resurrection, LLC. Any rights not expressly granted herein are reserved. Credit Resurrection, LLC will terminate access to, or use of, this web site and/or services, without notice, if you infringe or misappropriate the intellectual property rights, including copyrights, of others.

G. Disclaimer

The information on this web site is provided as a service by Credit Resurrection, LLC. While every effort is made to keep this information as accurate as possible, we disclaim any implied warranty or representation about its accuracy, completeness or appropriateness for a particular purpose. Those persons who access this information assume full responsibility for the use of the information and understand and agree that Credit Resurrection, LLC is not responsible or liable for any claim, loss or damage arising from the use of the information. Reference to specific products, processes or services does not constitute or imply recommendation or endorsement by Credit Resurrection, LLC.

The undersigned releases Credit Resurrection, LLC, and all persons, agencies, agents, employees, firms, companies, or parties affiliated with Credit Resurrection, LLC from any damages resulting from obtaining reference information.

The undersigned further certifies that he/she has read and agrees to comply with all sections set forth in this Membership Agreement.

Company

Authorized Party's signature and position with Company

Printed Name and position

Dated: _____