

APPLICATION FOR SERVICE

UNITED ONE RESOURCES, INC.
270 North Sherman Street
Wilkes-Barre, PA 18702

Date _____

In order to assure compliance with the Federal Fair Credit Reporting Act, Public Law 91-508 ("FCRA") and all other applicable laws, both state and federal, to cooperate with the other business and professional people in the confidential dissemination of credit information, and to assure the responsible use of credit information, the undersigned Applicant petitions United One Resources, Inc. ("United One") for the use of its service, and certifies to United One and agrees as follows:

APPLICANT:

Name _____

Street Address _____

City, State, Zip _____

Mailing Address, if different _____

City, State, Zip _____

Telephone Number _____

Fax Number _____

Federal Identification Number _____

Each time a request for information or a credit report is made of United One, the Applicant's representative authorized to make such a request will use the information or report solely for a permissible purpose, namely:

(A) In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; or

(B) For employment purposes, and the Applicant hereby acknowledges having executed United One's Subscriber Compliance Certification form in connection therewith; or

(C) In connection with the underwriting of insurance involving the consumer; or

(D) In connection with a legitimate business need for the information in connection with a business transaction initiated by the consumer or to review an account to determine whether the consumer continues to meet the terms of the account, and the Applicant agrees to identify to United One each request at the time such report is ordered and to certify the legitimate business need for such report; or

(E) In connection with a determination of the 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; or

(F) As a potential investor or servicer, or current insurer, in connection with the valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation.

Reports on employees will be requested only by the Applicant's designated representatives; employees will be forbidden to attempt to obtain reports on themselves, associates or any other person except in the exercise of their official duties.

To furnish United One with written or oral information giving the following data:

(A) The names and addresses of customers whose accounts have been restrained or closed by Applicant (and the reasons therefore); or placed for collection; or repossessed; or charged off as a loss; and no later than 90 days after furnishing such information, provide the month and year of the commencement of the delinquency that immediately preceded the action.

(B) Information on active and inactive accounts, including notification when a customer voluntarily closes an account, in information regularly furnished for the period in which the account is closed.

(C) Notice of any dispute by customers of the completeness or accuracy of any information furnished to United One.

(D) Any pertinent other information to make United One's files more complete, immediately when requested by United One.

(E) Such pertinent information on present or former employees as may be requested by United.

Applicant will provide prompt, accurate and complete information at the time of transmission and will comply with §623 of the FCRA.

(continued on Form B)

Applicant may discuss information received from United One with the consumer in the event Applicant declines or takes adverse action regarding the consumer. In the event of disclosure to the consumer by Applicant, United One shall be held harmless by Applicant from any liability, damages, costs or expenses, including reasonable attorney's fees, resulting therefrom. United One shall not be liable in any manner whatsoever for any loss or injury to Applicant resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information to be based, however, upon reports obtained from sources considered by United One to be reliable.

Anticipated monthly volume of total credit report requests is: _____

Year Business Started _____

Type of Business* _____

* Please Attach a Copy of any Applicable Professional Licenses

Bank Reference _____

Account Number(s) _____

Trade or Supplier Reference _____

Principals - list owner, officers and/or manager:

Name _____ Title _____

Home Address _____

City, State, Zip _____

Social Security Number _____ Year of Birth _____

Name _____ Title _____

Home Address _____

City, State, Zip _____

Social Security Number _____ Year of Birth _____

Person(s) to be Authorized to Request Credit Reports _____

Everything stated in this application is true, complete and correct to the best of my knowledge. You are authorized to check our credit references, both professional and personal. It is understood that if the application is not approved, our application fee is non-refundable. However, if this application is approved, our application fee will be applied to the initial subscriber fee.

Executed for Applicant by:

Print Name _____ Title _____

Signature _____ Date _____

SUBSCRIBER SERVICE AGREEMENT

Name and Address of Customer

Telephone Number

Fax Number

This Agreement is entered into as of _____ by UNITED ONE RESOURCES, INC., a Pennsylvania Corporation hereinafter referred to as "UNITED", and _____ Hereinafter referred to as "SUBSCRIBER". UNITED and SUBSCRIBER agree as follows:

- SERVICES.** Provided SUBSCRIBER is not in default of any provision of this Agreement, UNITED will furnish to SUBSCRIBER, on request, credit reports and other services, including but not limited to, court record services, flood zone determinations, appraisals, title insurance and settlement services, residential mortgage credit reports and prequalification reports. UNITED will also (a) maintain files on individuals, firms or corporations, recording information furnished by it subscribers or obtained from other available sources; and (b) furnish all available pertinent information on individuals, firms or corporations, including but limited to, identifying information, credit history and employment and public record information in file—such information is being furnished at the special request of the SUBSCRIBER, as evidenced by the signature on this Agreement. UNITED will not provide a record of inquiries in connection with credit or insurance transactions not initiated by the consumer.
- CHARGES AND INTEREST.** For each credit report or other service requested by SUBSCRIBER and provided by UNITED, SUBSCRIBER agrees to pay UNITED the applicable UNITED charge then prevailing, in addition to any applicable service charges, dues or minimum billing rates. UNITED will charge \$30.00 for all returned checks. Such charges will be due thirty (30) days following the date of invoice. The balance of any invoice outstanding after such time shall be subject to a finance charge of 1.5% per month or the maximum finance charge permitted to be charged by applicable law, whichever is lower, and shall be immediately due and payable. SUBSCRIBER agrees that United's charges for credit reports and its other services are subject to change at any time without prior notice.
- UNITED PERFORMANCE.** UNITED will exercise all reasonable efforts to provide credit reports and any of its other services requested by SUBSCRIBER in an expeditious and efficient manner, but it shall have no liability to SUBSCRIBER for any delay or failure to do so.
- AUTHORIZATION, TRAINING AND COMPLIANCE WITH LAWS.** SUBSCRIBER shall maintain reasonable and appropriate procedures for authorizing any employee to request credit information and for the training of any employee involved in the use or reporting of credit information. SUBSCRIBER will ensure that all information will not be shared or forwarded with any third party. SUBSCRIBER will also maintain such procedures for compliance with all laws relating to the procurement or use of, or the furnishing of information for, credit reports, including, but not limited to, the Fair Credit Reporting Act, Public Law 91-508. SUBSCRIBER acknowledges that it is aware that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code or imprisoned not more than two (2) years, or both.
- TERM.** This Agreement shall continue in force without any fixed date of termination, but either UNITED or SUBSCRIBER may terminate the Agreement upon giving ten (10) days prior written notice to the other. It is further agreed, however, that if the SUBSCRIBER is delinquent in the payment of any charge for credit reports or other services rendered by UNITED for (60) days, or has breached any of the terms of this Agreement, UNITED may, in its sole discretion, discontinue its services to SUBSCRIBER hereunder and cancel this Agreement immediately.
- FAIR CREDIT REPORTING ACT CERTIFICATION.** Subscriber certifies that it will orders Equifax, Experian, and/or TranUnion Information Services that are consume reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Subscriber intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for one of the following permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of Insurance involving the consumer; (iii) as a potential investor or services, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (iv) when Subscriber otherwise has legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the accounts; or (v) for employment purposes; provided, however, that SUBSCRIBER IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES UNLESS SUBSCRIBER HAS A SUBSCRIPTION TO THE EQUIFAX, EXPERIAN, AND/OR TRANSUNION PERSONA SERVICE. Subscriber will use each consumer report ordered under this Agreement for one of the foregoing purposes and for no other purpose.
- INDEMNIFICATION AND ATTORNEY'S FEES.** SUBSCRIBER shall indemnify, defend and hold UNITED, all credit bureaus, Equifax, Experian, TransUnion and all their agents harmless from and against any and all claims, debts, demands damages, costs, expenses, fees, including attorney's fees, and any other liabilities which may be incurred by UNITED based on any violation by the SUBSCRIBER of the Fair Credit Reporting Act or any other federal or state law or regulation pertaining to the procurement or use of a credit report or credit information (or the furnishing of information to a credit reporting agency) or pertaining to any of the other services provided by UNITED to SUBSCRIBER under this Agreement. SUBSCRIBER shall also be liable for all of UNITED'S attorney's fees and court costs incurred and other disbursements made in connection with the preparation, filing and prosecution of any lawsuit against SUBSCRIBER as a result of Subscriber's default of any provision of this Agreement.
- SUBSCRIBER ADDITIONS AND CHANGES.** This Agreement provides for services to any additional branches or departments within Subscriber's organization. SUBSCRIBER shall notify UNITED of any address or telephone number changes, management changes, or any change in Subscriber's company name or ownership with thirty (30) days prior notice, and if requested by UNITED will provide UNITED with a revised SUBSCRIBER SERVICE AGREEMENT.
- SECTION HEADINGS.** The section headings in this Agreement are for convenience of reference only and are not a part of this Agreement, nor shall they be used to limit, expand or otherwise modify any term or condition of this Agreement.
- APPLICABLE LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
- JURISDICTION OVER DISPUTES.** SUBSCRIBER agrees that any dispute, controversy or claim arising under or in connection with this Agreement may be instituted by UNITED in any court in which UNITED has a place of business. For such purpose, SUBSCRIBER hereby submits to the personal jurisdiction of all such courts and further hereby waives any objection to such JURISDICTION and agrees that it shall be barred from asserting any such objection. SUBSCRIBER further hereby waives any right to assert or move for transfer of venue from any such court in which such action is instituted based on the doctrine of forum non conveniens or otherwise.
- ENTIRE AGREEMENT; INCORPORATION BY REFERENCE.** This Agreement sets forth the entire understanding and agreement between UNITED and SUBSCRIBER and supersedes any prior oral or written agreements of the parties. This Agreement may be amended, supplemented

or modified only by a written document executed by UNITED and SUBSCRIBER. SUBSCRIBER hereby acknowledges that UNITED has provided SUBSCRIBER with a copy of the Notice to Furnishers of Information: Obligations of Furnishers under the FCRA and the Notice to Users of Consumer Reports: Obligations of Users under the FCRA, each in form as prescribed by the Federal Trade Commission. SUBSCRIBER also hereby acknowledges having executed United's Subscriber Compliance Certification form and Application for Service form, each of which are incorporated into this Agreement by reference and made a part hereof as if fully set forth at length herein.

13. **CALIFORNIA LAW CERTIFICATION.** Subscriber will refer to Exhibit 1-A in making the following certification and Subscriber agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act.

(PLEASE CHECK ("X") THE APPROPRIATE LINE BELOW)

Subscriber certifies that it _____ IS or _____ IS NOT a "retail seller," as defined in Section 1802.3 of the California Civil Code and _____ DOES or _____ DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

14. **VERMONT CERTIFICATION.** Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Subscriber has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules,. Subscriber further certifies that the attached copy of Section 2480e (Exhibit 1-B) of the Vermont Fair Credit Reporting Statute was received from Equifax, Experian, and/or TranUnion.

Subscriber will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act, Gramm-Leach-Bliley Act, and any amendments to them, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provision requiring adverse action notification to the consumer.

Notice: The paragraph following this paragraph sets forth a warrant of authority for an attorney to confession against the SUBSCRIBER. In granting this warrant of authority to confess judgment against the SUBSCRIBER, the SUBSCRIBER hereby knowingly, intelligently, voluntarily, and, on advice of the separate legal counsel of the SUBSCRIBER, unconditionally waives any and all rights the undersigned has or may hereafter have to prior notice and an opportunity for a hearing under the respective constitutions and laws of the United States of America and of the Commonwealth of Pennsylvania.

SUBSCRIBER, to the fullest extent permitted by law, hereby irrevocably authorizes the Prothonotary, Clerk of Courts or any attorney of any court of record in the Commonwealth of Pennsylvania, or in any other state, to appear for SUBSCRIBER and confess judgment against SUBSCRIBER and in favor of UNITED for the unpaid balance of any invoice described in Section 2 hereof and all accrued interest and other charges, costs and fees agreed to be paid by SUBSCRIBER hereunder with costs of suit and an attorney's commission of ten (10%) percent of all such sums (but in any event not less than \$1,000), and with such expenses assessed from time to time as have been or are thereafter incurred by UNITED for collection; and in so doing, this Agreement or a copy hereof verified by affidavit shall be sufficient warrant. The authority to confess judgment against SUBSCRIBER shall not be exhausted by one exercise thereof, but may be exercised from time to time and as often as UNITED deems necessary or desirable until receiving full payment of all such invoice balances, accrued interest and other charges, costs and fees due and owing hereunder.

Guaranty: The obligation set forth in this Agreement is personally guaranteed by _____ (Guarantor), and guarantor hereby unconditionally guarantees the obligation set forth in this Agreement, and guarantees that the aforesaid obligations, conditions and covenants will be performed strictly in accordance with the terms of the contract, regardless of any law or regulation now or hereinafter in effect in any jurisdiction affecting the rights of United One Resources, Inc. with respect thereto, to the same effect as if the Guarantor had been the original signatory. The liability of Guarantor hereunder shall be absolute and unconditional irrespective of any circumstance which might otherwise constitute a defense or in discharge of Applicant/Subscriber or Guarantor. This guaranty is continuing and shall remain in full force and effect until fulfillment of all Applicant's /Subscriber's obligations, conditions and covenants under this contract, and is binding upon Guarantor's heirs, successors and/or assigns and shall remain in full force and effect until fulfillment of all conditions, obligations and covenants under said contract and shall inure for the benefit of United One Resources, Inc., its successors and/or assigns. No promises are made by United One Resources, Inc. to Guarantor to induce execution of this Guaranty.

WHEREFORE, UNITED and SUBSCRIBER have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ACCEPTED FOR UNITED ONE RESOURCES, INC.

ACCEPTED FOR SUBSCRIBER

By _____
Title _____

By _____
Title _____

ACCEPTED FOR GUARANTOR

ACCEPTED FOR GUARANTOR

By _____

By _____

UNITED ONE RESOURCES[®]

A Risk Management Information Services Company

DATE:

Send to: Sales Department
Attention: Sales Assistant
Office Location: 270 North Sherman St,
Wilkes Barre, PA 18702
Fax Number: 570-821-1140

From:
Office Location:
Phone Number:
Number of Pages, Including Cover:

URGENT
INFORMATION

REPLY ASAP

PLEASE COMMENT

PLEASE REVIEW

FOR YOUR

COMMENTS:

