



Real bankruptcy solutions. Real time.

### **SUITE SOLUTIONS MEMBERSHIP GUIDELINES Clients using EZ-Filing Inc. Software**

The following procedures are needed to establish your account in order to download three bureau credit reports into your bankruptcy software. All items need to include the name of the primary attorney responsible for the account, **including their signature**.

- Service Agreement/Access Security Requirements.  
\* Please be sure to initial on page 3 of the Service Agreement
- Copy of one of the following: business license, bar card, official state or federally filed document.
- Telephone listing: yellow page ad or copy of most recent phone bill.
- If incorporated: printout of corporate status page from Secretary of State website. For sole proprietors or partnerships please call for additional items needed.**
- List of authorized users within office and name of primary office contact

Office Contact:  
Email Address:  
Title:  
Phone:

- Credit Card Authorization Form for Payment of Services

Once these items have been received and verified by Suite Solutions, we will order the Data Privacy Assessment (Please note that the typical \$100 inspection fee is Waived for EZ-Filing clients). A bureau approved certified inspector will contact your office to arrange an appointment.

Following the assessment, Suite Solutions will email you that your account is active.

If you should have any questions regarding this service, please contact our office at (877) 311-1234.



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## SERVICE AGREEMENT

The undersigned, \_\_\_\_\_ ("Subscriber") is an attorney or law firm desiring to receive various information services (the "Information Services") as available from Equifax Information Services LLC ("Equifax"), Trans Union and Experian (together with Equifax and Trans Union, the "Service Bureaus") through Online Credit Reporting Corporation, a California corporation doing business as Suite Solutions ("Suite Solutions"), a broker of consumer credit reports and other information. Subscriber agrees that all Information Services will be received through Suite Solutions subject to the following conditions, and it represents and agrees that:

1. All credit reports are initiated by the consumer. In order for Suite Solutions to deliver Information Services back to Subscriber, the consumer must authorize Suite Solutions to do so with electronic signatures agreeing to the order.
2. Credit reports are released through an automated authentication process. Should the authentication fail, an order form and consent release will need to be signed by the client and faxed with two forms of identification to toll free (877) 388-1234 or email to [authorizations@ocredit.com](mailto:authorizations@ocredit.com). Subscriber understands and agrees that if Subscriber does not supply the order forms and ID's that Subscriber will not be able to access the credit report until such materials have been received.
3. Information Services will be requested only for Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Only designated representatives of Subscriber will request Information Services on Subscriber's employees, and employees will be forbidden to obtain reports on themselves, associates or any other persons except in the exercise of their official duties. Subscriber will not disclose information to the subject of the report except as permitted or required by law, but will refer the subject to Suite Solutions and to the Service Bureau that provided such information.
4. Subscriber will hold Equifax, Experian, TransUnion and Suite Solutions and all their agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of Information by Subscriber, its employees or agents contrary to the conditions of Section 3 or applicable law.
5. Recognizing that information for the Information Services is secured by and through fallible human sources and that, for the fee charged, neither the Service Bureaus nor Suite Solutions can be insurers of the accuracy of the Information Services, Subscriber understands that the accuracy of any Information Service received by Subscriber is not guaranteed by the Service Bureaus or Suite Solutions, and Subscriber releases the Service Bureaus and Suite Solutions and their affiliate companies, affiliated credit bureaus, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the Information Services and from any loss or expense suffered by Subscriber resulting directly or indirectly from the Information Services.
6. Subscriber will be charged for the Information Services by Suite Solutions, which is responsible for paying the Service Bureaus for the Information Services. However, should the underlying relationship between Subscriber and Suite Solutions terminate at any time during the term of this Agreement, charges for the Information Services may be invoiced to Subscriber, and Subscriber will be solely responsible to pay the Service Bureaus directly.

Rev. 09/10

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TOLL-FREE: 877.311.1234 FAX: 877.388.1234

7. Written notice by either party to the other will terminate this Agreement effective ten (10) days after the date of that notice, but the obligations and agreements set forth in Section 4, 5 and 6 above will remain in force.
8. Subscriber certifies that it will order Information Services that are consumer 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 the following permissible purpose: to fulfill Subscriber's obligations under the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 regarding review of a consumer that has engaged Subscriber for bankruptcy filing purposes, in accordance with the written instructions of the consumer to whom the consumer report relates. Subscriber will use each consumer report ordered under this Agreement for the foregoing purpose and for no other purpose (including, without limitation, any of the other permissible purposes permitted under the FCRA). Subscriber will maintain copies of consumer authorizations and consents for 5 years after the date of the request for consumer report information. In addition to any other audit rights set forth in this Agreement, the Service Bureaus may review such consumer authorizations and consents upon request and contact consumers to confirm their consent.
9. Subscriber recognizes and understands that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as Suite Solutions and the Service Bureaus) under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." Suite Solutions and the Service Bureaus may periodically conduct audits of Subscriber regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Subscribers to provide documentation as to permissible use of particular consumer reports. Subscriber gives its consent to Suite Solutions and the Service Bureaus to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Subscriber's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement notwithstanding Section 7 above. If Suite Solutions or the Service Bureaus terminate this Agreement due to the conditions in the preceding sentence, Subscriber (i) unconditionally releases and agrees to hold Suite Solutions and the Service Bureaus harmless and indemnify them from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against Suite Solutions or the Service Bureaus in connection with such termination.

California Certification. Subscriber must refer to [www.suitesolutions.info/cacert.html](http://www.suitesolutions.info/cacert.html) on Suite Solutions' website and make the certification set forth therein, and agree to comply with the provisions of the California Credit Reporting Agencies Act prior to conducting any activities pursuant to this Agreement that are subject to such Act.

Vermont Certification. Subscriber must refer to [www.suitesolutions.info/vcert.html](http://www.suitesolutions.info/vcert.html) on Suite Solutions' website and make the certification set forth therein and comply with applicable provisions under Vermont law, including the Vermont Fair Credit Reporting Act ("VFCRA"), prior to conducting any activities pursuant to this Agreement that are subject to the VFCRA.

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 provisions requiring adverse action notification to the consumer.

10. Subscriber will only order or access the Information Service of Equifax known as ACROFILE pursuant to this Agreement. Subscriber is prohibited from ordering or accessing other Information Services of Equifax.
11. This Section 11 applies to any means through which Subscriber orders or accesses the Information Services including, without limitation, system-to-system, direct access terminal, personal computer or the Internet; provided, however, Subscriber will not order or access the Information Services of Equifax via the Internet without first obtaining Equifax's written permission. For the purposes of this Section 11, the term "Authorized User" means a Subscriber employee that Subscriber has authorized to order or access the Information Services and who is trained on Subscriber's obligations under this Agreement with respect to the ordering and use of the Information Services, and the information provided through same, including Subscriber's FCRA and other obligations with respect to the access and use of consumer reports. Subscriber will: (a) ensure that only Authorized Users can order or have access to the Information Services and the information provided through same, (b) ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party, (c) ensure that all devices used by Subscriber to order or access the information Services are placed in a secure location and accessible only by

Authorized Users and that these devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures, and (d) take all necessary measures to prevent unauthorized ordering or access to the Information Services by any persons other than Authorized Users for permissible purposes. Those measures will include, without limitation, limiting the knowledge of the Subscriber security codes, telephone access number(s) Suite Solutions or the Service Bureaus provide, and any passwords Subscriber may use, to Authorized Users and other employees with a need to know, changing Subscriber's user passwords at least every ninety (90) days, or sooner if it is obtained by any third party or an Authorized User is no longer responsible for accessing the Information Services, or if Subscriber suspects an unauthorized person has learned the password, and using all security features in the software and hardware Subscriber uses to order or access the Information Services. Subscriber will monitor compliance with the obligations of this Section 11, and will immediately notify Suite Solutions and the Service Bureaus if Subscriber suspects or knows of any unauthorized access or attempt to access the Information Services. Such monitoring will include, without limitation, a review of each Suite Solutions and Service Bureau invoice for the purpose of detecting any unauthorized activity, Subscriber will not ship hardware or software between Subscriber's locations or to third parties without deleting all Subscriber number(s), security codes, telephone access number(s) and Subscriber user passwords. If Subscriber uses a third party vendor to establish access to the information Services, Subscriber is responsible for the third party vendor's use of Subscriber's member numbers, security access codes, or passwords. Subscriber will ensure the third party vendor safeguards Subscriber's security access code(s) and passwords through the use of security requirements that are no less stringent than those applicable to Subscriber under this Section 11. Subscriber will inform Authorized Users and other employees with a need to know that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment. If Suite Solutions or any Service Bureau reasonably believes that Subscriber has violated this Section 11, Suite Solutions or such Service Bureau may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Subscriber and at Suite Solutions' or such Service Bureau's sole expense, conduct, or have a third party conduct on its behalf, an audit of Subscriber's network security systems, facilities, practices and procedures to the extent Suite Solutions or such Service Bureau reasonably deems necessary in order to evaluate Subscriber's compliance with the data security requirements of this Section 11.

12. This Agreement constitutes the entire agreement of the parties with respect to Subscriber receiving Information Services and no changes in this Agreement may be made except in writing signed by an officer of each of Suite Solutions and the Service Bureaus. The undersigned is a duly authorized representative of Subscriber with all powers required to execute this Agreement.

\_\_\_\_ Subscriber has read and understands this Agreement. **(To be initialed by the Subscriber.)**  
\_\_\_\_ Subscriber has read the "Notice to Users of Consumer Reports, Obligations of Users" set forth at [www.suitesolutions.info/noticetousers.html](http://www.suitesolutions.info/noticetousers.html) on Suite Solutions' website, which explains Subscriber's obligations under the FCRA as a user of consumer report information. **(To be initialed by the Subscriber.)**  
\_\_\_\_ Subscriber agrees to receive periodic emails, including order confirmations, from Suite Solutions. We have a very strict privacy policy and do not share email addresses with others. **(To be initialed by the Subscriber.)**

13. Suite Solutions' delivery of the services Subscriber orders under this Agreement indicates Suite Solutions acceptance of the Agreement. The person signing below represents and warrants that he or she has the necessary authority to bind the principal(s) set forth below.
14. All credit information is personal and confidential and Subscriber will observe the Access Security Requirements provided to Subscriber by Suite Solutions. All marketing and advertising articles, collateral, promotions, etc. involving the data access or system provided by Suite Solutions must be submitted to Suite Solutions for review and approval prior to release.
15. Pricing is subject to change with 30 days written notice.
16. Subscriber understands that Subscriber will be collecting the exact fee, (no mark up) from the consumer and then charging it to Subscriber's credit card in order to facilitate the consumers need for his credit report to file his bankruptcy.

17. Suite Solutions shall not be held responsible or liable for any loss caused by acts of any of its attorneys or employees in the collection of any information by or to the consumer. This agreement shall be governed by and construed under the laws of the State of California, without giving effect to its conflicts of laws provisions. Venue for any suit hereunder shall lie in the appropriate court, state or Federal, seated in Orange County, California.
18. Subscriber hereby authorizes Suite Solutions to send information to Subscriber, including general information regarding Suite Solutions and its services as well as information pursuant to this Agreement, via email and other means of electronic communication.

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IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date written below.

Firm Name:	Phone:
Physical Address of Office:	Fax:
P.O. Box, if any:	Email:
City, State, Zip:	Web Address:
Signers Name:	Bankruptcy Software used:
Title:	Promotion Code:
Signature:	Date:

**Complete document, enclose payment and mail to:**

Online Credit Reporting Corporation, 11132 Winners Circle Ste. 207, Los Alamitos Ca 90720

**Or fax to toll free:**

(877) 388-1234



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## ACCESS SECURITY REQUIREMENTS

**We must work together to protect the privacy of consumers.**

***The following measures are designed to eliminate unauthorized access to consumer credit reports. In signing the Service Agreement, you agree to follow these measures.***

1. You must protect your member account number and password so that only authorized personnel know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post the information in any manner within your facility.
2. Do not discuss your account number or password by telephone with any unknown caller, even if the caller claims to be an employee of Online Credit Reporting Corporation.
3. Restrict the ability to obtain credit information to a few qualified, authorized personnel. Each such employee should have his or her own password. When an employee leaves the company you will need to delete their password or send us written instructions and we will do it for you.
4. The administrator will also have the ability to set up other users within this location. If you have more than one office you must have separate accounts for each location. You are responsible for maintaining the security of all passwords.
5. Make all employees aware that your company can access credit information only for the permissible purpose listed on the purpose section of your Service Agreement. Your employees may not access their own report or reports of a family member or friend if your company does not have a permissible purpose.
6. **In the event that you move your office/s, please notify Suite Solutions immediately.** The credit bureaus require an updated Service Agreement along with a new Data Privacy Assessment (DPA). You will be charged for the DPA upon receipt of the updated paperwork.

**The undersigned has read and will comply with the Access Security Requirements**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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I, \_\_\_\_\_, hereby authorize Online Credit Reporting, doing business as Suite Solutions ("Suite Solutions"), to make recurring charges to my credit card listed below ("my Card") in the following manner: Suite Solutions is authorized to charge my Card in real-time every time a credit report request is submitted to Suite Solutions via the EZ-Filing Inc. interface using my User ID and Password. Suite Solutions is also authorized to initiate adjustments for any transactions debited or credited to my Card in error. I acknowledge that this authorization will remain in full force and effect until revoked by me in writing to Suite Solutions.

Credit Card Type:  Visa  MasterCard  
 Discover  American Express

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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