



**Loan Officer Account Set-up**

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

To: **Inside Sales**  
**FloridaSalesGroup@landam.com**

Fax: 866-872-7050

Phone:866-353-7382 Inside Sales

From: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Do you already have an account with LandAmerica? Yes or No (please circle one)**

**If yes, what is the Client ID?** \_\_\_\_\_

**Number of pages attached:** \_\_\_\_\_ **(7 pages attached including cover sheet)**

**Step 1: Read Required Documentation**

The credit repositories require that you be aware of your obligations regarding the Fair Credit Reporting Act and consumer privacy. [Click Here](http://info1credit.com/fcra/) to view and download related documents. Available at: <http://info1credit.com/fcra/>

**Step 2: Submit Paperwork**

Fax the following required documents with this cover sheet:

- A completed Customer Profile (1 PAGE)
- A Personal Guarantee that you'll pay for the credit reports you order
- A copy of your loan officer or broker license (if required by your state).
- Acknowledgment of the Security Policy's to protect consumer information – Required by the FCRA
- Authorization/Separate Billing form (completed by authorized user at your company)

**Step 3: Accessing Credit**

Upon completion of the process you will be contacted by email with instructions for accessing credit. As such, it's very important to provide your correct email address on the Customer Profile.

**Thank you. We look forward to working with you!**



Required by Public Law 91-508, The Fair Credit Reporting Act, 15 U. S. C. § 1681 et. seq.

Please fill out completely – incomplete or missing information will delay your application.

SECTION ONE – APPLICANT

Main Account Client ID is: \_\_\_\_\_

Company Name: \_\_\_\_\_

Parent Company (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**The following information must be completed by the Mortgage Loan Originator:**

Contact: \_\_\_\_\_

Billing address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Is the Loan Originator providing service as an attorney or detective/investigative agency?  No  Yes

Will or does the Loan Originator intend to resell information from the consumer credit report?  No  Yes

Does the Loan Originator provide credit repair or consulting services for a fee?  No  Yes

Intended Use of Credit Reports: \_\_\_\_\_

• SPECIFY LOAN ORIGINATION SOFTWARE

CALYX POINT / CONTOUR / GENESIS / BYTE / MORTGAGEWARE / OTHER \_\_\_\_\_

SECTION TWO - SIGNATURE

certify the above information to be correct and authorize INFO1™ to check credit of applicant. I further authorize my creditors to treat a photocopy or facsimile of my signature as if it were an original, and accept such as my authorization to release credit information to an Affiliate of INFO1™ telephonically.

Name (please print): \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Required by Public Law 91-508, The Fair Credit Reporting Act, 15 U. S. C. § 1681 et. seq.

FOR AND IN CONSIDERATION OF inducing *LandAmerica<sup>®</sup> Credit Services ("INFO1")* to extend credit to \_\_\_\_\_ ("**Subscriber**"), whose address is \_\_\_\_\_, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Guarantor does hereby unconditionally guarantee to Info1 (a) the full and prompt payment when due of all amounts becoming due to Info1 pursuant to that certain Credit Reporting Subscriber Agreement by and between Info1 and Subscriber (the "**Subscriber Agreement**"), (b) the full and prompt performance of any and all obligations of Subscriber to Info1 pursuant to the Subscriber Agreement, (c) the full and prompt payment or performance of any other obligation or indebtedness of Subscriber to Info1 related to Info1's provision of consumer credit reporting and related services to Subscriber, and (d) such interest as may accrue on any of the foregoing amounts. All references herein to Info1 shall include and inure to the benefit of Info1, its successors, successors-in-title and assigns. Guarantor does hereby agree that if the amounts due under the Subscriber Agreement are not paid by Subscriber in accordance with its terms, Guarantor will immediately make such payments. Such payments shall be made via credit card if the Credit Card Authorization is completed or via other means. Guarantor further agrees to pay Info1 all costs and expenses including, without limitation, attorney's fees, paid or incurred by Info1 in endeavoring to collect the indebtedness, to enforce the obligations of Subscriber that are guaranteed hereby, or to enforce this Guaranty.

Guarantor hereby consents and agrees that Info1 may at any time, and from time to time, without notice to or further consent from Guarantor, whether with or without consideration, modify or amend the terms of the Subscriber Agreement; provide new products or services to Subscriber; extend or renew credit for any period; grant releases, compromises and indulgences with respect to the Subscriber Agreement; release any other guarantor; or take or fail to take any action of any type whatsoever. No such action which Info1 shall take or fail to take in connection with the Subscriber Agreement, nor any course of dealing with Subscriber or any other person, shall release Guarantor's obligations hereunder, affect this Guaranty in any way or afford Guarantor any recourse against Info1. Guarantor hereby waives and agrees not to assert or take advantage of any defense based on (a) any applicable statute of limitations; (b) the incapacity, lack of authority, death or disability of Guarantor; (c) an election of remedies by Info1; (d) the failure of Info1 to commence an action against Subscriber; (e) the amendment or modification of the Subscriber Agreement, (f) the dissolution of Subscriber, (g) the release of any other guarantor; (h) any duty on the part of Info1 to disclose to Guarantor any facts it may now or hereafter know regarding Subscriber; (i) notice of presentment and demand for payment of any of the indebtedness or performance of any of the obligations hereby guaranteed; and (j) any and all other notices whatsoever to which Guarantor might otherwise be entitled. Guarantor hereby authorizes Info1, without notice to Guarantor, to apply all payments and credits received from Subscriber or from Guarantor in such manner and in such priority as Info1 in its sole judgment shall see fit to the indebtednesses, obligations and undertakings which are the subject of this Guaranty.

The liability of Guarantor under this Guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Subscriber or any other person, nor against securities or liens available to Info1. Guarantor waives any right to require that an action be brought against Subscriber or any other person or to require that resort be had to any security or to any balance of any deposit account or credit on the books of Info1 in favor of Subscriber or any other person. If the indebtedness guaranteed hereby is partially paid by reason of the election of Info1 to pursue any of the remedies available to Info1, or if such indebtedness is otherwise partially paid, this Guaranty shall nevertheless remain in full force and effect, and Guarantor shall remain liable for the entire balance of the indebtedness guaranteed hereby, even though any rights which Guarantor may have against Subscriber may be destroyed or diminished by the exercise of any such remedy. Until all of the obligations of Subscriber to Info1 have been paid and performed in full, Guarantor shall have no right of subrogation to Info1 against Subscriber, and Guarantor hereby waives any rights to enforce any remedy which Info1 may have against Subscriber.

Guarantor acknowledges that this Guaranty was executed and delivered in the State of Georgia and shall be governed and construed in accordance with the law of the State of Georgia. Guarantor does hereby (a) waive any and all homestead and exemption rights which it may have under or by virtue of the Constitution or the laws of the United States of America or of any state as against the Guaranty, any renewal hereof, or any indebtedness represented hereby; (b) transfer, convey and assign to Info1 a sufficient amount of such homestead or exemption as may be allowed, including



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such homestead or exemption as may be set apart in bankruptcy, to pay all amounts due hereunder in full, with all costs of collection; (c) direct any trustee in bankruptcy having possession of such homestead or exemption to deliver to Info1 a sufficient amount of property or money set apart as exempt to pay the indebtedness guaranteed hereby, or any renewal thereof; and (d) appoint Info1 the attorney-in-fact for each of them, to claim any and all homestead exemptions allowed by law. This Guaranty may not be changed orally, and no obligation of Guarantor can be released or waived by Info1 or any officer or agent of Info1, except by a writing signed by a duly authorized officer of Info1. This Guaranty shall be irrevocable by Guarantor until the Subscriber Agreement has been terminated, all indebtedness guaranteed hereby has been completely repaid and all obligations and undertakings of Subscriber under, by reason of, or pursuant to the Subscriber Agreement have been completely performed.

The provisions of this Guaranty shall be binding upon Guarantor and Guarantor's successors, successors-in-title, heirs, legal representatives and assigns. Guarantor shall be liable for each of the undertakings, agreements, obligations, covenants, and liabilities provided for herein. This Guaranty is assignable by Info1, and any assignment hereof or any transfer or assignment of the Subscriber Agreement or portions thereof by Info1 shall operate to vest in any such assignee all rights and powers herein conferred upon and granted to Info1.

Guarantor hereby gives consent to Info1 to obtain any and all information regarding Guarantor's personal history, including personal financial information and credit reports, and agrees that Info1 may use any investigative or credit reporting agency it chooses to use.

IN WITNESS WHEREOF, and intending to be fully bound hereby, the undersigned has executed this Guaranty under seal effective as of the \_\_\_\_ day of \_\_\_\_\_, 200\_. **NOTE: Date must be completed**

**GUARANTOR:**

\_\_\_\_\_  
Guarantor Signature

Full Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\_\_\_\_\_

Fax Number: \_\_\_\_\_

**Credit Card Authorization**

In furtherance of the obligations set forth herein and as further inducement for Info1 to extend credit to Subscriber, Guarantor authorizes Info1 to charge any obligations arising pursuant to this Guaranty to the credit card listed below. No advance notice of such charges shall be required. Any payment Info1 receives as a result of making a charge against the credit card listed below shall be credited against the full amount due under this Guaranty and acceptance of a payment that is less than the full amount due under this Guaranty shall not relieve Guarantor's obligations.

1. \_\_\_ **VISA** \_\_\_ **MASTERCARD** \_\_\_ **DISCOVER** \_\_\_ **AMERICAN EXPRESS**

2. *Credit Card Number:* \_\_\_\_\_

3. *Name As It Appears On Card:* \_\_\_\_\_

4. *Expiration Date:* \_\_\_\_\_

5. *Billing Address For Card:* \_\_\_\_\_



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**Authorization for New User / Separate Billing**

**From:** Name:   
Title:   
Company Name:

**Date:**  -  -  Today's Date (ex. MM-DD-YYYY)

**Add New User:**

I authorize LandAmerica Credit Services to extend credit services to the following individual(s). The person(s) named below represent(s) Our Company listed below and will abide by the terms of the Subscriber Agreement, Security Policy, FCRA / FACT Act currently in place.

I am the  of the company and have authority to make this request.

**Establish Separate Billing:**

Please also provide user(s) listed below with a separate account number to accommodate separate billing. I understand that user(s) will need to execute a Personal Guaranty with LandAmerica Credit Services which commits them to timely payment for services rendered; I understand also that their failure to make timely payments will result in their account being inactivated.

Primary Account Client ID  Company Name:

Person(s) to be added as User(s), Each with Separate Billing:

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**IMPORTANT:** Now print this page and complete the form by filling out name, title and signature of authorized representative. Once completed, FAX to 866-646-6763

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

Title: \_\_\_\_\_

**Signature of Authorized Representative: (Required):**

**All users of credit information must work to protect the privacy of consumers. By executing a Credit Reporting Subscriber Agreement with LandAmerica Credit Services, Inc. ("LACR"), Subscriber: (1) acknowledges that Subscriber has received the following Notice To Users of Access Security Requirements (the "Security Notice"); (2) warrants and represents that Subscriber has read and understood the Security Notice; (4) agrees that the Security Notice is an integral part of the Credit Reporting Subscriber Agreement and is binding on Subscriber; (5) acknowledges that the Security Notice may be unilaterally changed from time to time by LACR by electronically posting an amendment or modification on LACR's website at [www.landamcredit.com](http://www.landamcredit.com) or on LACR's user network and such changes shall be deemed effective when posted; (6) agrees to follow the security measures set forth in the Security Notice, the Credit Reporting Subscriber Agreement, and any amendments thereto, including, without limitation, the Confidentiality, Security and Privacy Amendment.**

Revised January 5, 2005

#### **NOTICE TO USERS OF ACCESS SECURITY REQUIREMENTS**

1. The account number and password issued to Subscriber must be carefully protected so that only key personnel know this sensitive information. Unauthorized persons must not ever be given or have the opportunity to obtain knowledge of Subscriber's password. Neither account number nor the password are to be posted in any manner within Subscriber's facility or otherwise be subject to public or quasi-public access.
2. System access software, whether developed by your company or purchased from a third party vendor, must have Subscriber's account number and password "hidden" or embedded and be known only by supervisory personnel. Each user of Subscriber's system access software should be assigned a unique logon password and be required to take steps to protect it.
3. Subscriber's account number and passwords must never be discussed by telephone with any unknown caller, even if the caller claims to be an employee of LACR, a credit repository or and enforcement agency. Similarly, Subscriber's account number and passwords must never be provided to an unknown person via email or other means.
4. The ability to obtain credit information should be restricted to key personnel who have been properly trained and who are familiar with the FCRA.
5. All terminal devices, direct access terminals, desktop and laptop computers or other equipment or hardware used to obtain credit information are to be placed in a secure location within Subscriber's facility. These devices should be physically secure so that unauthorized persons cannot access them.
6. After normal business hours, or at any time they are left unattended for a significant period of time, all devices or systems used to obtain credit information are to be turned off and locked or otherwise secured.
7. All hard copies and electronic files of consumer reports within Subscriber's facility must be secured so that unauthorized persons cannot easily access them.
8. All hard copies of consumer reports are to be shredded or destroyed when no longer needed.
9. At such time as they are no longer needed and applicable regulation(s) permit destruction, electronic files containing consumer are to be permanently erased or scrambled.

Required by Public Law 91-508, The Fair Credit Reporting Act, 15 U. S. C. § 1681 et. seq.

10. All employees are to be informed that Subscriber may access credit information only for the permissible purposes listed in Subscriber Agreement and that they may not access their own report or the report of a family member or friend if Subscriber does not have permissible purpose and otherwise fully complies with the FCRA.
11. To the extent not already embodied by the measures described above or already employed by Subscriber, Subscriber is urged to carefully consider implementing other appropriate measures to protect the privacy of consumers such as access controls (passwords, etc.), access restrictions (physical measures like locks, alarms, etc.), encryption, dual control procedures, segregation of duties, employee background checks, monitoring systems (designed to detect attacks and security breaches), reporting procedures, disaster protection, employee training and regular testing of all security measures.
12. Subscriber agrees that LACR and/or its vendors may periodically perform a security audit of Subscriber's compliance with the security requirements and any other required security requirements. Subscriber shall promptly implement correction of any deficiencies discovered in any such security audit.

**Record Retention: *It is important that credit applications are kept for a reasonable period of time. This will help to facilitate the investigative process if a consumer claims that Subscriber inappropriately accessed their credit report. (Note: The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 36 months; other applicable laws may require different holding periods.)***

***“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.”***