



Registration Form and Master Service Agreement

Thank you for your interest in Computer Information Development. Questions? Call (956) 457-4116

1. Complete all sections

2. Include copies of documentation verifying your business and professional license

Examples of necessary documentation include:

- **Business License or Professional License**
- **Corporate Charter or Similar Certificate of Organization for Partnership/LLC**

3. Initial ALL pages

4. Sign where indicated

5. Send with supporting documentation via fax: (626) 628-3817 or email: sale@IDValidation.net

Information submitted on this Registration Form and Master Service Agreement (hereinafter "Agreement") will be used to determine eligibility for accessing information provided by IDValidation from Computer Information Development, LLC ("CID"). CID reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against CID or any of its employees, officers, directors, agents, affiliates, or other designees. The applicant hereby authorizes CID to independently verify information provided herein.

PART 1: (This section must be filled out completely)

SECTION A: COMPANY INFORMATION

Company Name _____
 Physical Address _____
 City _____ State _____ ZIP _____
 Telephone (_____) _____ Website Address _____

SECTION B: RESPONSIBLE COMPANY OFFICIAL(S) CONTACT INFORMATION

First Name _____ Last Name _____
 Title _____ Telephone (_____) _____ Extension _____
 Email Address _____
 Address (If different from above) _____
 City _____ State _____ ZIP _____

BILLING CONTACT INFORMATION (If different from above)

First Name _____ Last Name _____
 Title _____ Telephone (_____) _____ Extension _____
 Email Address _____
 Address (If different from above) _____
 City _____ State _____ ZIP _____

1 Initials _____

PART 2:

SECTION A: PAYMENT OPTIONS

Following Agreement approval, your Company will designate a Principal Administrator who will create your Account online and choose a Payment Option prior to your first use of the IDValidation platform.

CID bills month end for service(s) rendered through our normal practice of EFT (Electronic Funds Transfer).

As an alternate payment channel, we accept credit card payments (VISA, MasterCard, and Discover). By choosing to have a credit card billed directly by CID, you hereby authorize CID to bill this credit card for the charges incurred for use of CID services. Additionally, you hereby agree that if the credit card company refuses to pay CID for such charges incurred for use of the Service, the applicant shall be responsible for the payment of such charges.

SECTION B: BUSINESS CREDIT REFERENCES

Dun & Bradstreet Number _____

Name of Creditor _____

Contact Telephone Number (_____) _____ Account Number _____

Name of Creditor _____

Contact Telephone Number (_____) _____ Account Number _____

PART 3: (This section must be filled out entirely)

SECTION A: TYPE OF BUSINESS

Sole Proprietor Corporation Non-Profit Partnership/LLC State of _____

Federal Tax ID _____ or EIN (Employer ID Number) _____

(Provide primary EIN if multiple are used)

BUSINESS / PROFESSIONAL LICENSE NUMBER

Date Issued _____ Expiration Date _____

Town/City Issued _____ County Issued _____ State _____

SECTION B: INDUSTRY CLASS: (SELECT ONE - Check what best describes your type of business)

- Attorney Bank Background Screener Credit Union
- CRA College/University Finance (Direct/Captive) Finance (Indirect)
- Insurance Healthcare/Hospital Housing/Property Management Government
- Human Resources Utility Company Other (Specify) _____

PART 4: TERMS AND CONDITIONS OF USE (CBSV SERVICE)

SECTION A: ACCEPTABLE USES (CHECK ALL THAT APPLY; AT LEAST ONE MUST BE CHECKED)

The information that the IDValidation (“IDV”) Service provides to the Customer may contain consumer identification information governed by the Gramm-Leach-Bliley Act (“GLB”). In accordance with GLB, such information may only be used for the following purposes:

- Completion of a transaction authorized by the consumer including but not limited to:
 - (a) Collection of delinquent accounts,
 - (b) Employment application information verification (however, IDV data can only be used to make an employment decision as outlined in the Fair Credit Reporting Act (FCRA) {15 U.S.C. § 1681 et seq.})
 - (c) Property leasing application verification (however, IDV data can only be used for making a leasing decision as outlined in the FCRA {15 U.S.C. § 1681 et seq.}) and
 - (d) Insurance application information verification (however, IDV data can only be used for making a decision to insure an individual or business as outlined in the FCRA {15 U.S.C. § 1681 et seq.});
- Law firm and attorney functions;
- Insurance purposes
 - (a) Account administration,
 - (b) Reporting,
 - (c) Fraud prevention,
 - (d) Premium payment processing,
 - (e) Claim processing and investigation,
 - (f) Benefit administration, or
 - (g) Research projects;
- Fraud detection and prevention; or
- Required institutional risk control and dispute resolution for resolving customer disputes or inquiries.

SECTION B: TERMS AND CONDITIONS

1. RESTRICTED LICENSE. CID hereby grants to Customer a restricted license to use the IDV Services in accordance with the acceptable use(s) identified by Customer in the IDV Agreement. The IDV Agreement has identified industry-specific appropriate uses for which its IDV Services are to be used, and Customer agrees to state its appropriate use for any requested information prior to accessing it, to limit its use to those stated purposes, and to take appropriate measures so as to protect against the misuse of information provided pursuant to the IDV Services. Customer shall not use the information provided hereunder for any purpose that would violate the privacy obligation policy and any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.), the federal Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), the Federal Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.), or any similar state or local statute, rule, or regulation. Customer shall abide by such legislation and rules and regulations as may be enacted or adopted after the date hereof. Customer agrees that if CID determines or reasonably suspects that Customer is distributing, reselling or brokering the IDV Services’ programs or computer applications, in a manner which is in violation of any of the laws or regulations described in these terms/conditions, CID may immediately terminate the delivery of, and license to use, IDV Services.

2. PERFORMANCE. CID will use reasonable efforts to deliver the IDV Services requested by Customer and to compile information gathered from government sources used in the provision of the IDV Services; provided, however, that the Customer accepts all information "AS IS." Customer acknowledges and agrees that CID obtains its data from third-party government sources, which may or may not be complete, thorough or accurate, and that Customer shall not rely on CID for the accuracy or completeness of information supplied in using the IDV Services. CID utilizes industry standard security processes and agrees that its only use of Customer’s inquiry information shall be for the processing of Customer’s transactions and no other purpose.

3. CHARGES. For each response to a request for information, Customer agrees to pay CID for use of the IDV Services the applicable charge then prevailing for the information requested. Customer shall pay CID's fees in accordance with the prices as updated from time to time through online announcements, customer bulletins, and published price schedules. CID is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its policies that may occur from time to time, and it is the Customer's responsibility to check the IDV Service Website and/or publications for such notifications. All current and future CID pricing documents are deemed incorporated herein by reference.

4. INTELLECTUAL PROPERTY. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the IDV Services' programs or computer application for purposes other than specified above. Customer acknowledges that CID (and/or CID's third-party data providers) shall retain all ownership rights, title, and ownership interest in and to the data and information provided by the IDV Services under applicable contractual, copyright, and related laws, and Customer shall use such materials consistent with CID's interests and notify CID of any threatened or actual infringement of CID's rights.

5. PAYMENT OF FEES. Customer shall be responsible for payment of all services obtained through Customer's access identification code, whether or not such code is used by Customer or a third party, whether with or without Customer's consent, provided access to Customer's access identification code is not the result of use by a person formerly or presently employed by IDV or who obtains the code by or through a break-in or unauthorized access of IDV's offices, premises, records or documents, or computer system. Customer agrees that so long as this Agreement is in effect, it shall keep all passwords for use of IDV Services confidential and shall provide such passwords only to individuals that have a need to know. Customer shall pay CID for all charges incurred for the use of the IDV Services on a pre-approved credit basis; Customer agrees to be electronically invoiced for those charges. CID reserves the right to terminate this Agreement and the rights of the Customer to use any information provided hereunder with prior notice to Customer upon any non-payment of fees by the date due.

6. TERM OF AGREEMENT. This Registration Form and Agreement is for services rendered and shall be in full force and effect during such periods of time during which CID is providing services for Customer. Customer agrees that if it is found to be in violation of any specifications of this Registration Form and Agreement, CID has the right to terminate Customer's access to the IDV Services.

7. GOVERNING LAW. The Terms and Conditions of Customer's use of the IDV Services shall be governed by and construed in accordance with the laws of the State of California, without effect to conflict of law principles. Additionally, any action brought pursuant to Customer's use of the IDV Services or pursuant to the terms and conditions of this Agreement shall be brought within the exclusive jurisdiction and venue of the Courts of the State of California, Los Angeles County.

8. ASSIGNMENT. The license granted pursuant to this Agreement to Customer to use the IDV Services may not be assigned by Customer, in whole or in part, without the prior written consent of CID.

9. WARRANTIES/LIMITATION OF LIABILITY. Neither CID nor any third party data provider (for purposes of indemnification, warranties, and limitations on liability, CID and its data providers are hereby collectively referred to as "CID") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided IDV service-related data) for any loss or injury arising out of or caused in whole or in part by CID's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the IDV Services. If, notwithstanding the foregoing, liability can be imposed on CID, then Customer agrees that CID's aggregate liability for any and all losses or injuries arising out of any act or omission of CID in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00; provided, however, that such limitation of liability shall not apply to CID's indemnification obligation detailed in Section 10 hereof; and Customer covenants and promises that it will not sue CID for an amount greater than such sum even if CID and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against CID.

CID does not make and hereby disclaims any warranty, express or implied, with respect to the IDV Services provided hereunder; provided, however, that CID does hereby warrant that CID has complied with the law, and applicable third-party data provider contracts in providing the IDV Services. CID does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the IDV Services or the components thereof or information provided hereunder. In no event shall CID be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof.

10. INDEMNIFICATION. Customer hereby agrees to protect, indemnify, defend, and hold harmless CID from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to use of information received by Customer (or any third party receiving such information from or through Customer) furnished by or through CID. CID hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to a breach by CID of the warranty made by CID regarding authorized provision of the data in Section 9 hereof.

11. SURVIVAL OF AGREEMENT. Provisions hereof related to release of claims, indemnification, use of information and data, payment for IDV Services and disclaimer of warranties shall survive any termination of the license to use the IDV Services.

12. AUDIT (CBSV service only). Customer understands and agrees that in order to ensure compliance with the SSA CBSV program requirements and GLB statutes, CID will conduct periodic reviews of Customer activity and may, on a random basis, contact Customer to provide documentation of executed searches. CID shall also investigate all legitimate reports of abuse or misuse of IDV Services by Customer or others. Customer agrees to cooperate fully with any and all investigations. Violations discovered in any review by CID will be subject to immediate action including, but not limited to, termination of the license to use IDV Services, legal action, and/or referral to federal or state regulatory agencies.

13. ATTORNEYS FEES. The prevailing party in any action, claim or law suit brought pursuant to this Agreement is entitled to payment of all attorney fees and costs incurred in connection with such action, claim or law suit.

14. CUSTOMER CHANGE. Customer shall notify CID immediately of any changes to the information on Customer's Registration Form for IDV Services. CID reserves the right to terminate Customer's access to the IDV Services or terminate license to use the IDV Services without further notice upon receipt of any change in Customer's status which in CID's sole discretion would cause Customer to be unable to comply with its obligations under this Registration Form and Agreement.

15. RELATIONSHIP OF PARTIES. Customer shall at no time represent that it is the authorized agent or representative of CID.

16. CHANGE IN AGREEMENT. By receipt of the IDV Services, Customer agrees to, and shall comply with, changes to the Restricted License (Part 4, Section B, ¶ 1) and changes in pricing as CID shall make from time to time by notice to Customer via e-mail, online click wrap amendments, facsimile, mail, or other written notification. All e-mail notifications shall be sent to the individual named in the Account Contact Information section (Part 1, Section B), unless stated otherwise in this Agreement.

PART 5:

TERMS AND CONDITIONS OF USE FOR SOCIAL SECURITY ADMINISTRATION'S CONSENT BASED SOCIAL SECURITY NUMBER VERIFICATION ("CBSV") SERVICE

SECTION A: PURPOSE

The purpose of this Agreement is to establish the conditions, terms, and safeguards under which the Social Security Administration (“SSA”) will provide the Requesting Party verification of Social Security Numbers (“SSNs”), if applicable.

SECTION B: DEFINITIONS

- “Agency” means the Social Security Administration (SSA).
- “Authorized User” (or “User”) means the individual who has been designated by the Principal (Customer) to submit requests and has successfully registered to use the CBSV/IDV system.
- “Client” means the individual who is the SSN holder and is authorizing the verification of his/her SSN via the form SSA-89. Under SSA disclosure regulations, the legal guardian or parent of a minor may also authorize disclosure for the subject of the record.
- “Consent Form” means the Form SSA-89 (Authorization for SSA to Release SSN Verification).
- “Principal” (Customer) means the party which is the original requesting source for the SSN verification. The Principal may or may not be the Requesting Party (CID) but is the party to whom the SSN verification will ultimately be disclosed.
- “Requesting Party” means the party signing the CBSV Agreement with SSA (CID).
- “Responsible Company Official” (RCO) means the officer or employee of Requesting Party/Principal possessing authority to make legally binding commitments on behalf of company.

SECTION C: LEGAL AUTHORITY

Legal authority for SSN verification is found in the Freedom of Information Act (“FOIA”), the Privacy Act at 5 U.S.C. § 552a (b), section 1106 of the Social Security Act, codified at 42 U.S.C. § 1306, and SSA regulation at 20 C.F.R. § 401.100. The Requesting Party (and their Principals) and any and all of its employees, officers, directors, agents, servants, subsidiaries, personal and legal representatives, affiliates, successors, assigns, contractors, etc., (collectively “Requesting Party”) shall abide by and be bound by all of the terms and conditions of this User Agreement.

SECTION D: SSN VERIFICATION AND USE

- 1) SSA will verify SSNs solely for the purpose(s) specified on the individual Consent Forms associated with the verification requests (Form SSA-89, Authorization for SSA to Release SSN Verification – Attachment A). **The Requesting Party may use the verified SSN only for the purpose(s) specified by the individual signing Form SSA-89 (“the Client”).** Exceeding the scope of the consent could violate state or Federal law and subject the Requesting Party to legal consequences.
- 2) **SSA recognizes that Requesting Party may seek verification of Client’s SSN on behalf of a business organization (“the Principal”) pursuant to terms of the Consent Form. In this case, Requesting Party shall ensure that Principal agrees that it shall use the verification only for the purpose stated in Consent Form, and shall make no further use/re-disclosure of the verification.**
- 3) The information received from records maintained by SSA is protected by Federal statutes and regulations, including 5 U.S.C. § 552a (i) (3) of the Privacy Act. Under this section, any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000. SSA’s verification of an SSN does not provide proof or confirmation of identity.
- 4) **NOTE: CBSV is designed to provide you with only a “yes” or “no” verification of whether the SSN verified with SSA’s records. CBSV does not verify employment eligibility, nor does it interface with the Department of Homeland Security (DHS) verification system, and it will not satisfy DHS’s I-9 Employment Verification requirements.**

SECTION E: CONSENT

A sample Consent Form, Form SSA-89 (Authorization for SSA to Release SSN Verification), is included as Attachment A to this Agreement. SSA will provide SSN verification information only about individuals from whom the Requesting Party has obtained a signed Form SSA-89. The Requesting Party must obtain a signed Form SSA-89 from each person for whom SSN verification is sought. **Date of birth** must be completed on the Consent Form. **No alterations may be made to the Form SSA-89**, unless the individual is changing the date for how long the consent is valid. That change must be annotated and initialed in the space provided on the form. The Requesting Party shall not request SSN verification from SSA prior to receiving physical possession of a signed Form SSA-89.

Request for SSN verification must be received by SSA within 90 days from the date the Form SSA-89 is signed, unless the individual signing the Form SSA-89 (the Client) has established an alternate time frame. To establish an alternate timeframe, Client must strike through the 90-day time period, write in the specified timeframe and initial and date the change. If Client has established an alternate timeframe, request must be received by SSA within alternate time frame.

- Requesting Party (CID) must retain signed SSA-89s for a period of seven years from date of verification.
- Requesting Party (CID) may retain the signed Form SSA-89 electronically or on paper.
- Requesting Party (CID)/Principal (Customer) shall protect the confidentiality of Forms SSA-89 and the information contained on them and protect the associated record of SSN verification.
- Requesting Party (CID)/Principal (Customer) is also required to protect the SSA-89s from loss or destruction by taking the measures below.
- If Requesting Party/Principal **chooses to retain SSA-89s in paper format**, the Requesting Party/Principal must store the SSA-89s in a locked, fireproof storage receptacle.
- Access to this receptacle shall be restricted to those individuals who are Authorized Users.
- If Requesting Party/Principal **chooses to retain SSA-89s electronically**, the Requesting Party/Principal shall password protect any electronic files used for storage, restrict access to the files to authorized individuals, and ensure disaster recovery procedures are in place and have been followed. If data is stored on removable electronic media (such as CDs) the Requesting Party/Principal must encrypt the data. Any removable electronic media shall be stored in a locked, fireproof storage receptacle. When either of the electronic storage means above is used, the original paper consent forms will be destroyed.
- Each request submitted to SSA shall contain a data field indicating that to the user's best information, knowledge, or belief, **the request is supported by a valid signed and dated consent form in accordance with all requirements under this Agreement.** In addition, each Authorized User shall, upon registration as an Authorized User, sign a certification form (i) indicating that the user shall submit requests to SSA only when the user has information, knowledge, or a reasonable belief that the requests are supported by the requisite consent forms, and (ii) acknowledging that any request submitted to SSA without a reasonable basis for believing it is supported by the requisite consent form is subject to appropriate penalties.

SECTION F: RESPONSIBLE COMPANY OFFICIAL RESPONSIBILITIES

The Responsible Company Official ("RCO") shall provide the name, phone number, and email address of each individual authorized to use CBSV services ("Authorized User" or "User"). **The RCO agrees to notify CID if there is any change to employment status** (including, but not limited to, long-term absence, termination of employment, or change of duties related to CBSV) for any Authorized User. **The RCO will also notify CID if they wish to revoke or suspend any User's authorization to use CBSV.**

The RCO is required to designate a Principal Administrator who oversees all Authorized Users on the account. The Principal Administrator has full viewing access for all activity, Billing access, and will add or disable User accounts. Each User will create a unique login name and password along with the answer to a Security Question. The RCO acknowledges the login name and password to each Authorized User as authentication of that Authorized User's relationship to the Requesting Party and authorization to submit such requests to CBSV via IDValidation platform. The Principal Administrator will be responsible for all access requests made through the IDValidation web service platform and will be responsible for complying with the requirement under this Agreement to maintain an audit trail to track all CBSV activities of each company employee which is provided on the IDValidation platform.

SECTION G: SSA FIELD AUDIT (CBSV service only)

SSA may conduct onsite inspections including a systems review to ensure precautions have been taken to protect the Forms SSA-89, the information contained on the forms, and to assess system security overall.

SSA Non-compliance and Penalties - Read and initial every line (column on Left)	
<i>Initial here</i>	Acts of SSA Non-compliance
	Fraudulent use of CBSV access privileges
	Any issue considered by SSA to place a significant quantity of PII at risk
	Verification not authorized by SSN holder including missing, <u>unsigned</u> , or fraudulent Form SSA-89
	Form SSA-89 accepted without date of authorization
	Multiple verifications authorized by one (1) Form SSA-89
	Form SSA-89 submitted beyond 90 days from the date authorization was signed
	Form SSA-89 submitted outside alternate timeframe or before date of authorization
	Acceptance of electronic or digital signature on Form SSA-89
	Business Transaction "Purpose" not specific or allowable; Do not use "Identity Check or Proof"
	Sharing password and login credentials; CBSV system access codes not safeguarded properly
	Form SSA-89s are not stored securely according to SSA regulations
	Illegible Form SSA-89; too light, too dark, too blurry, etc.
	Phone number not included on Form SSA-89
	Address not included on Form SSA-89
	"Company" (your company) or "Agent" (CID) information incorrect
	Minor alteration of Form SSA-89 wording
	Any issues determined by SSA to be compliance failures

SECTION H: PRIVACY ACT ATTESTATION

- 1) A Responsible Company Official must sign the Attestation Statement (Attachment B) indicating that it has received and understands the Privacy Act restrictions relating to the use of this service. The signed and dated Attestation Statement must be submitted to CID with this Agreement.
- 2) **If the Responsible Company Official signing the original Attestation Statement leaves the company or no longer has authority to make legally binding commitments on behalf of**

the company, a new Responsible Company Official must submit a new signed Attestation Statement prior to the submission of any new SSN verification requests.

SECTION I: COMPLIANCE AUDIT

As an authorized enrolled company providing CBSV services, CID is required to undergo a yearly formal audit to ensure compliance with the terms and conditions of our User Agreement with the Social Security Administration. Customer hereby agrees to fully cooperate with said audit requirements, specifically:

- The Requesting Party shall inform all of its Principals of the requirement to produce supporting documentation upon request for purposes of compliance reviews.
- Acknowledges and agrees to allow onsite inspections from SSA or CID in order to verify compliance with terms and conditions of this Agreement and system security.

SECTION J: REFERRAL OF INDIVIDUALS TO SOCIAL SECURITY

If SSA returns a “No-match” (Unsuccessful search result) to the Requesting Party/Principal, the Principal will take the following actions before making any referrals to SSA Field Offices for action:

1. The Requesting Party/Principal will determine whether the data submitted to SSA matches the data contained in the Requesting Party’s/Principal’s records. If it does not match, the Principal should resubmit corrected data to SSA for verification via IDV portal. Cost for the resubmission will be borne by Principal.
2. If the data in the Requesting Party’s/Principal’s records matches the data submitted to SSA, then the Principal will re-contact the individual who is the subject of the request to verify the original data provided. If the individual corrects the original data, the Principal should submit the corrected data to SSA for verification via IDV portal. The cost for the resubmission will be borne by the Principal.
3. If the Principal cannot resolve the data discrepancy, the Principal will refer the individual to a SSA Field Office to determine the nature of the problem.
4. **If the Principal refers any individual to the local SSA field office pursuant the terms and conditions listed above, Principal shall notify CID of such referral via email to sale@idvalidation.net.**

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Registration Form and Master Service Agreement on behalf of the Applicant listed above and that the statements I have provided in this Agreement are true and correct. Further, I hereby certify that the Applicant agrees to the terms and conditions set forth in this Agreement.

APPLICANT

Signature _____

Print Name _____

Title _____ **Date** _____

Attachment A – Form SSA-89 Example / Not for Use

Social Security Administration

Form Approved
OMB No. 0960-0760

Authorization for the Social Security Administration (SSA) To Release Social Security Number (SSN) Verification

Printed Name: _____ Date of Birth: _____ Social Security Number: _____

I want this information released because I am conducting the following business transaction:

Reason(s) for using CBSV: (Please select all that apply)

- Mortgage Service Banking Service
 Background Check License Requirement
 Credit Check Other

with the following company ("the Company"):

Company Name: _____ (Do Not Change This Line) ←

Company Address: _____ (Do Not Change This Line) ←

I authorize the Social Security Administration to verify my name and SSN to the Company and/or the Company's Agent, if applicable, for the purpose I identified.

The name and address of the Company's Agent is:

Computer Information Development LLC 713 W. Duarte Rd. # 106 Arcadia, CA 91007 (Do Not Change or Modify This Line) ←

Form SSA-89 Example / Not for Use

I am the individual to whom the Social Security number was issued or the parent or legal guardian of a minor, or the legal guardian of a legally incompetent adult. I declare and affirm under the penalty of perjury that the information contained herein is true and correct. I acknowledge that if I make any representation that I know is false to obtain information from Social Security records, I could be found guilty of a misdemeanor and fined up to \$5,000.

This consent is valid only for 90 days from the date signed, unless indicated otherwise by the individual named above. If you wish to change this timeframe, fill in the following:

This consent is valid for _____ days from the date signed. _____ (Please initial.)

Signature _____ Date Signed _____

Relationship (if not the individual to whom the SSN was issued): _____

Contact information of individual signing authorization:

Address _____

City/State/Zip _____

Phone Number _____

Privacy Act Statement

SSA is authorized to collect information on this form under Sections 205 and 1106 of the Social Security Act and the Privacy Act of 1974 (5 U.S.C. § 552a). We need this information to provide verification of your name and SSN to the Company and/or the Company's Agent named on this form. Giving us this information is voluntary. However, we cannot honor your request to release this information without your consent. SSA may also use the information we collect on this form for such purposes authorized by law, including to ensure the Company and/or Company's Agent's appropriate use of the SSN verification service.

Paperwork Reduction Act Statement - This information collection meets requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 3 minutes to complete. You may send comments on our time estimate to: SSA, 6401 Security Blvd., Baltimore, MD 21235-6401. **Send to this address only comments relating to our time estimate, not the completed form.**

I EARL CHIT

NOTICE TO NUMBER HOLDER - The Company and/or its Agent have entered into an agreement with SSA that, among other things, includes restrictions on the further use and disclosure of SSA's verification of your SSN. To view a copy of the entire model agreement, visit <http://www.ssa.gov/cbsv/docs/SampleUserAgreement.pdf>

Form SSA-89 (06-2013)

Attachment B

ATTESTATION STATEMENT FOR USING THE CBSV FORM SSA- 89 SERVICE

Name and address of company requesting services:

Company Name: _____

Address: _____

EIN: _____

I understand that the “SSA-89 Verification Service” for which I am applying to access, utilizes the Social Security Administration’s Consent Based Social Security Number Verification (CBSV) Service. In order to be granted access to the CBSV service, I understand our company must comply with the SSA rules associated with the CBSV service including:

- 1) We understand that Social Security Administration will verify Social Security Numbers solely to ensure that the records of applicants are correct for the purpose(s) indicated on the Consent Form (Form SSA-89 - Authorization for SSA to Release SSN Verification), obtained from the applicants.
- 2) We understand the information received from records maintained by the Social Security Administration is protected by Federal statutes and regulations, including 5 U.S.C. § 552a(i)(3) of the Privacy Act. Under this section, any person who knowingly and willfully requests or obtains any record concerning an individual from an Agency under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000.
- 3) We will only request CBSV for individuals from whom we have obtained a valid Form SSA-89.
- 4) We will notify Computer Information Development (CID) if an employee/contractor with access to our CBSV order credentials leaves our company or if we choose to revoke any or all of our order access credentials for CBSV.
- 5) We will protect the confidentiality of SSA-89 consent forms (and the information contained on them) and protect the associated record of SSN verification.
- 6) We understand that Computer Information Development (CID) reserves the right to unilaterally suspend access to CBSV services if Computer Information Development (CID) or SSA concludes that our company has failed to properly obtain consent or otherwise failed to follow the terms of use associated with this service.
- 7) We understand that we may be notified of updated or new terms of use for the CBSV service from time to time and that compliance with any updated or new conditions will become a condition for continued access to the CBSV service.
- 8) We understand that each Social Security Number (SSN) submitted will be returned to us with a Verification Code that the submission either agrees or does not agree with SSA’s records. If SSA’s response is that the submission is “No Match”, we understand that SSA requires the following actions are taken:
 - a) Review data submitted to SSA against the data contained in your records. If it does not match, resubmit the corrected data to SSA for verification. Cost for the resubmission will be borne by you.

b) If the data in your records matches data submitted to SSA, then re-contact SSN holder to see the Social Security Card and/or verify information provided to you to assure the SSN and name were correctly shown on your request. If the number holder corrects the original data, then you should submit the corrected data to SSA for verification. Cost for resubmission will be borne by you.

c) If you cannot resolve the "No Match" data discrepancy, then you will refer the SSN holder to the Social Security Field Office that services where he/she resides to determine the nature of the problem. The servicing SSA Field Office can be located at <https://secure.ssa.gov/ICON/> or call 1 (800) 772-1213.

d) NOTE: If the Social Security Administration records are wrong, only the Number Holder can request that the record be corrected.

9) We understand that in completing the Form SSA-89, the applicant/SSN Holder needs to state the purpose for the request, and general statements such as "Identity Verification", "Identity check", "Proof of Identity", and "Background check" are **not acceptable**.

Valid business purposes include, but are not limited to:

- a) Seeking a loan or Seeking a mortgage
- b) Seeking to rent or Tenant screening
- c) Pre-Employment Screening or Seeking employment or Seeking a job, etc.
- d) To be licensed, nursing license, etc.
- e) Fraud investigation
- f) Tax audit
- g) Seeking to volunteer
- h) Any other business purpose

10) We acknowledges that Section 1140 of the Social Security Act authorizes SSA to impose civil monetary penalties on any person who uses the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement, solicitation or other communication, "in a manner which such person knows or should know would convey, or in a manner which reasonably could be interpreted or construed as conveying, the false impression that such item is approved, endorsed, or authorized by the Social Security Administration . . ." 42 U.S.C. § 1320b-10(a); and a) We acknowledges that it is specifically prohibited from using the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement for "identity verification"; and b) We further acknowledges that it is specifically prohibited from advertising that SSN verification provides or serves as identity verification;

11) We acknowledge the SSA has the right of access to all company books and records associated with our use of the CBSV program at any time.

12) We understand that CBSV does not verify employment eligibility, nor does it interface with the Department of Homeland Security (DHS) verification system, and it will not satisfy DHS's I-9 requirements."

As responsible company official for utilizing the CBSV service, I have read and understood our obligations.

My name, title, phone, email address and **signature and date** follow:

Name _____

Title _____

Phone Number _____ Email _____

Signature _____ Date _____

12 Initials _____

Exhibit A

Fees

- A. SSA establishes CBSV Fee at the beginning of their fiscal year (October 1st). Fee is subject to change. Notice is given prior to any modification.
- B. IRS establishes 4506T Fee for ITRV service. Fee is subject to change. Notice is given prior to any modification.

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