

## Access Security Requirements

The information security controls in this policy are required to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to get an outside service provider to assist you. STRETTO reserves the right to make changes to these Access Security Requirements without prior notification and to post the most current version to its web site at [www.stretto.com/legal-policies](http://www.stretto.com/legal-policies). The information provided herewith provides minimum baselines for information security.

In this policy, “Company” means any company which is obtaining access through STRETTO to Experian data, data from other credit bureaus and credit reporting agencies and/or consumer information from other sources (“Consumer Data”). These requirements are applicable to all systems and devices a Company uses to access, transmit, process, or store Consumer Data.

In using STRETTO’s products and services, Company hereby agrees to follow these Access Security Requirements:

### 1. Implement Strong Access Control Measures

- 1.1 All credentials such as usernames/identifiers/account numbers (user IDs) and user passwords must be kept confidential and must not be disclosed to an unauthorized party. No one from STRETTO will ever contact you and request your credentials.
- 1.2 If using third party or proprietary system to access STRETTO’s systems, ensure that the access must be preceded by authenticating users to the application and/or system (e.g. application based authentication, Active Directory, etc.) utilized for accessing STRETTO data/systems.
- 1.3 If the third party or third party software or proprietary system or software used to access STRETTO data/systems is replaced or no longer in use, the passwords should be changed immediately.
- 1.4 Create a unique user ID for each authorized user (“User”) to enable individual authentication and accountability for access to STRETTO’s products and services. Each User of the system access software must also have a unique logon password.
- 1.5 User IDs and passwords shall only be assigned to authorized individuals based on least privilege necessary to perform job responsibilities.
- 1.6 User IDs and passwords must not be shared, posted, or otherwise divulged in any manner.
- 1.7 Develop strong passwords that are:
  - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of eight (8) alphabetic and numeric characters for standard user accounts
  - For interactive sessions (i.e. non system-to-system) ensure that passwords/passwords are changed periodically (every 90 days is recommended)
- 1.8 Passwords (e.g. user/account password) must be changed immediately when:
  - Any system access software is replaced by another system access software or is no longer used
  - The hardware on which the software resides is upgraded, changed or disposed

- Any suspicion of password being disclosed to an unauthorized party (see section 4.3 for reporting requirements)
- 1.9 Ensure that passwords are not transmitted, displayed or stored in clear text; protect all end user (e.g. internal and external) passwords using, for example, encryption or a cryptographic hashing algorithm also known as “one-way” encryption. When using encryption, ensure that strong encryption algorithm are utilized (e.g. AES 256 or above).
  - 1.10 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations. Systems should be manually locked before being left unattended.
  - 1.11 Active logins to credit information systems must be configured with a 30-minute inactive session timeout.
  - 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purpose approved in Company’s agreement for service with STRETTO.
  - 1.13 Company must NOT install Peer-to-Peer file sharing software on systems used to access, transmit or store Experian data and/or other Consumer Data.
  - 1.14 Ensure that Company employees do not access their own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
  - 1.15 Notify STRETTO immediately whenever Users who access Experian data and/or other Consumer Data are terminated or have a change in their job tasks and no longer require access to that credit information. STRETTO will terminate these User’s access rights.
  - 1.16 Implement a process to perform periodic User account reviews to validate whether access is needed as well as the privileges assigned.
  - 1.17 Implement a process to periodically review User activities and account usage, ensure the User activities are consistent with the individual job responsibility, business need, and in line with contractual obligations.
  - 1.18 Implement physical security controls to prevent unauthorized entry to Company’s facility and access to systems used to obtain credit information, including but not limited to maintaining non-shared office space in a commercial building; using badge readers and/or authorized lock and key for employees; locking individual offices in which consumer data is stored or can be accessed; storing hard-copy consumer data in locked drawers or file cabinets; and shredding sensitive documents on a regular basis. Ensure that, after normal business hours, all devices or systems used to obtain consumer credit information are turned off and locked.
  - 1.19 Notify STRETTO immediately of any changes in or additions to Company’s physical business location(s). Notifications should be sent to [attorney@stretto.com](mailto:attorney@stretto.com). All new business locations from which consumer credit will be accessed, viewed or stored may be required to undergo an onsite inspection by STRETTO’s approved vendor at Company’s expense. Failure to notify STRETTO of a change in business location or to cooperate fully in the inspection process may result in the termination of the STRETTO Agreement.

## 2. Maintain a Vulnerability Management Program

- 2.1 Keep operating system(s), firewalls, routers, servers, personal computers (laptops and desktops) and all other systems current with appropriate system patches and updates. *If Company's operating system is Windows XP, Windows 7, or any other operating system that is no longer being supported by Microsoft or Apple, Company will migrate to an operating system that is currently being supported and updated with security patches.*
- 2.2 Configure infrastructure such as firewalls, routers, servers, tablets, smart phones, personal computers (laptops and desktops), and similar components to industry best security practices, including disabling unnecessary services or features, and removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3 Implement and follow current best security practices for computer virus detection scanning services and procedures:
- Use, implement and maintain a current, commercially available anti-virus software on all systems, if applicable anti-virus technology exists. Anti-virus software deployed must be capable to detect, remove, and protect against all known types malicious software such as viruses, worms, spyware, adware, Trojans, and root-kits.
  - Ensure that all anti-virus software is current, actively running, and generating audit logs; ensure that anti-virus software is enabled for automatic updates and performs scans on a regular basis.
  - If you suspect an actual or potential virus infecting a system, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
- 2.4 Company shall implement and follow current best security practices for computer anti- Spyware scanning services and procedures:
- Use, implement and maintain a current, commercially available computer anti- Spyware scanning product on all computers, systems and networks.
  - If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
  - Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
  - Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti- Spyware scans be completed more frequently than weekly.

## 3. Protect Data

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape,

- disk, paper, etc.).
- 3.2 Experian data and/or other Consumer Data is classified Confidential and must be secured to in accordance with the requirements mentioned in this document at a minimum.
- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 3.4 Encrypt all Experian data and/or other Consumer Data and information when stored electronically on any system including but not limited to laptops, tablets, personal computers, servers, databases using strong encryption such as AES 256 or above.
- 3.5 Experian data and/or other Consumer Data must not be stored locally on smart tablets and smart phones such as iPads, iPhones, Android based devices, etc.
- 3.6 When using smart tablets or smart phones to access Experian data and/or other Consumer Data, ensure that such devices are protected via device pass-code.
- 3.7 Applications utilized to access Experian data and/or other Consumer Data via smart tablets or smart phones must protect data while in transmission such as SSL protection and/or use of VPN, etc.
- 3.8 Only open email attachments and links from trusted sources and after verifying legitimacy.
- 3.9 When no longer in use, ensure that hard-copy materials containing Experian data and/or other Consumer Data are crosscut shredded, incinerated, or pulped such that there is reasonable assurance the hard-copy materials cannot be reconstructed.
- 3.10 When no longer in use, electronic media containing Experian data and/or other Consumer Data is rendered unrecoverable via a secure wipe program in accordance with industry- accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

#### 4. Maintain an Information Security Policy

- 4.1 Develop and follow a security plan to protect the confidentiality and integrity of personal consumer information as required under the GLB Safeguards Rule.
- 4.2 Suitable to complexity and size of the organization, establish and publish information security and acceptable user policies identifying user responsibilities and addressing requirements in line with this document and applicable laws and regulations.
- 4.3 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators. *If you believe Experian data and/or other Consumer Data may have been compromised, immediately notify STRETTO within twenty- four (24) hours or per agreed contractual notification timeline (See also Section 8).*
- 4.4 The FACTA Disposal Rules requires that Company implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 4.5 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security in the organization.
- 4.6 When using third party service providers (e.g. application service providers) to access, transmit, store or process Experian data and/or other Consumer Data, ensure that service provider is compliant with the Experian Independent Third Party Assessment (EI3PA) program, and registered in Experian's list of compliant service providers. If the service provider is in the process of becoming compliant, it is

Company's responsibility to ensure the service provider is engaged with Experian and an exception is granted in writing. *Approved certifications in lieu of E13PA can be found in the Glossary section.*

- 4.7 If Company wishes wish to use a third party service provider that is a "Technical Provider" as the term is defined herein below to perform any of Company's obligations under these Access Security Requirements or the STRETTO Agreement, Company must obtain prior written approval from STRETTO. STRETTO will not unreasonably withhold such approval, but the approval shall be subject to the results of an investigation of the Technical Provider to be conducted by STRETTO as required by the national credit bureaus. If the Technical Provider is approved, Company will be required to enter into an Agency Addendum to Agreement with STRETTO and the Technical Provider. Company acknowledges that failure to obtain prior written approval and/or to execute the required Agency Addendum can result in the termination of Company's STRETTO Agreement, and that use of a third-party Technical Provider does not relieve Company of any obligations under the STRETTO Agreement or Access Security Requirements.

## **5. Build and Maintain a Secure Network**

- 5.1 Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.
- 5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- 5.3 Administrative access to firewalls and servers must be performed through a secure internal wired connection only.
- 5.4 Any stand-alone computers that directly access the Internet must have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.
- 5.5 Change vendor defaults including but not limited to passwords, encryption keys, SNMP strings, and any other vendor defaults.
- 5.6 For wireless networks connected to or used for accessing or transmission of Experian data and/or other Consumer Data, ensure that networks are configured and firmware on wireless devices updated to support strong encryption (for example, IEEE 802.11i) for authentication and transmission over wireless networks.
- 5.7 When using service providers (e.g. software providers) to access STRETTO systems, access to third party tools/services must require multi-factor authentication.

## **6. Regularly Monitor and Test Networks**

- 6.1 Perform regular tests on information systems (port scanning, virus scanning, internal/external vulnerability scanning). Ensure that issues identified via testing are remediated according to the issue severity (e.g. fix critical issues immediately, high severity in 15 days, etc.)
- 6.2 Ensure that audit trails are enabled and active for systems and applications used to access, store, process, or transmit Experian data and/or other Consumer Data; establish a process for linking all access to such systems and applications. Ensure that security policies and procedures are in place to review security logs on daily or

weekly basis and that follow-up to exceptions is required.

- 6.3 Use current best practices to protect telecommunications systems and any computer system or network device(s) used to provide Services hereunder to access STRETTO systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
- protecting against intrusions;
  - securing the computer systems and network devices;
  - and protecting against intrusions of operating systems or software.

## 7. Mobile and Cloud Technology

- 7.1 Storing Experian data and/or other Consumer Data on mobile devices is prohibited. Any exceptions must be obtained from Experian or the other credit bureau(s) in writing; additional security requirements will apply.
- 7.2 Mobile applications development must follow industry known secure software development standard practices such as OWASP and OWASP Mobile Security Project adhering to common controls and addressing top risks.
- 7.3 Mobile applications development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
- 7.4 Mobility solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.
- 7.5 Mobile applications and data shall be hosted on devices through a secure container separate from any personal applications and data. See details below. Under no circumstances is Experian data and/or other Consumer Data to be exchanged between secured and non- secured applications on the mobile device.
- 7.6 In case of non-consumer access, that is, commercial/business-to-business (B2B) users accessing Experian data and/or other Consumer Data via mobile applications (internally developed or using a third party application), ensure that multi-factor authentication and/or adaptive/risk-based authentication mechanisms are utilized to authenticate users to application.
- 7.7 When using cloud providers to access, transmit, store, or process Experian data and/or other Consumer Data ensure that:
- Appropriate due diligence is conducted to maintain compliance with applicable laws and regulations and contractual obligations
  - Cloud providers must have gone through independent audits and are compliant with one or more of the following standards, or a current equivalent as approved/recognized by Experian or the other credit bureau(s):
    - ISO 27001
    - PCI DSS
    - EI3PA
    - SSAE 16 – SOC 2 or SOC3
    - FISMA
    - CAI / CCM assessment

## 8. General

- 8.1 STRETTO may from time to time audit the security mechanisms Company maintains to safeguard access to Experian's or other credit bureaus' information, systems and electronic communications. Audits may include examination of systems security and associated administrative practices.
- 8.2 In cases where the Company is accessing Experian's or other credit bureaus' information and systems via third party software, the Company agrees to make available to STRETTO upon request, audit trail information and management reports generated by the vendor software, regarding Company individual authorized users.
- 8.3 Company shall be responsible for and ensure that third party software, which accesses STRETTO information systems, is secure, and protects this vendor software against unauthorized modification, copy and placement on systems which have not been authorized for its use.
- 8.4 Company shall conduct software development (for software which accesses STRETTO information systems; this applies to both in-house or outsourced software development) based on the following requirements:
  - 8.4.1 Software development must follow industry known secure software development standard practices such as OWASP adhering to common controls and addressing top risks.
  - 8.4.2 Software development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
  - 8.4.3 Software solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.
- 8.5 Reasonable access to audit trail reports of systems utilized to access STRETTO systems shall be made available to STRETTO upon request, for example during breach investigation or while performing audits.
- 8.6 Data requests from Company to STRETTO must include the IP address of the device from which the request originated (i.e., the requesting client's IP address), where applicable.
- 8.7 Company shall report actual security violations or incidents that impact Experian or other credit bureaus to STRETTO within twenty-four (24) hours or per agreed contractual notification timeline. Company agrees to provide notice to STRETTO of any confirmed security breach that may involve data related to the contractual relationship, to the extent required under and in compliance with applicable law. Telephone notification is preferred at 866-218- 1003. Email notification should be sent to [compliance@STRETTO.com](mailto:compliance@STRETTO.com).
- 8.8 Company acknowledges and agrees that the Company (a) has received a copy of these requirements, (b) has read and understands Company's obligations described in the requirements, (c) will communicate the contents of the applicable requirements contained herein, and any subsequent updates hereto, to all employees that shall have access to STRETTO services, systems or data, and (d) will abide by the provisions of these requirements when accessing Experian data and/or other Consumer Data.
- 8.9 Company understands that its use of STRETTO networking and computing resources may be monitored and audited by STRETTO, without further notice.
- 8.10 Company acknowledges and agrees that it is responsible for all activities of its

employees/authorized users, and for assuring that mechanisms to access STRETTO services or data are secure and in compliance with its membership agreement.

- 8.11 When using third party service providers to access, transmit, or store Experian data, additional documentation may be required by Experian. See Sections 4.6 and 4.7 for more information.

### **9. Legal Notices; Record Retention.**

*The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, Experian and the other credit bureaus require that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 25 months. When conducting an investigation, particularly following a consumer complaint that your company impermissibly accessed their credit report, Experian or the other credit bureau(s) will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.*

*“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 \$3,500 per violation.”*

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## Internet Delivery Security Requirements

In addition to the above, following requirements apply where Company and its employees or authorized agent/s acting on behalf of the Company are provided access to STRETTO-provided services via Internet ("Internet Access").

### General requirements:

1. The Company shall designate in writing, an employee to be its Head Security Designate, to act as the primary interface with STRETTO on systems access related matters. The Company's Head Security Designate will be responsible for establishing, administering and monitoring all Company employees' access to STRETTO provided services which are delivered over the Internet ("Internet access"), or approving and establishing Security Designates to perform such functions.
2. The Company's Head Security Designate or Security Designate shall in turn review all employee requests for Internet access approval. The Head Security Designate or its Security Designate shall determine the appropriate access to each STRETTO product based upon the legitimate business needs of each employee. STRETTO shall reserve the right to terminate any accounts it deems a security threat to its systems and/or consumer data.
3. Unless automated means become available, the Company shall request employee's (Internet) user access via the Head Security Designate/Security Designate in writing, in the format approved by STRETTO. Those employees approved by the Head Security Designate or Security Designate for Internet access ("Authorized Users") will be individually assigned unique access identification accounts ("User ID") and passwords/passphrases (this also applies to the unique Server-to-Server access IDs and passwords/passphrases). STRETTO's approval of requests for (Internet) access may be granted or withheld in its sole discretion. STRETTO may add to or change its requirements for granting (Internet) access to the services at any time (including, without limitation, the imposition of fees relating to (Internet) access upon reasonable notice to Company), and reserves the right to change passwords/passphrases and to revoke any authorizations previously granted. *Note: Partially completed forms and verbal requests will not be accepted.*
4. An officer of the Company agrees to notify STRETTO in writing immediately if it wishes to change or delete any employee as a Head Security Designate, Security Designate, or Authorized User; or if the identified Head Security Designate, Security Designate or Authorized User is terminated or otherwise loses his or her status as an Authorized User.

### Roles and Responsibilities

1. Company agrees to identify an employee it has designated to act on its behalf as a primary interface with STRETTO on systems access related matters. This individual shall be identified as the "Head Security Designate." The Head Security Designate can further identify a Security Designate(s) to provide the day to day administration of the Authorized Users. Security Designate(s) must be an employee and a duly appointed representative of the Company and shall be available to interact with STRETTO on information and product access, in accordance with these Experian Access Security Requirements for Reseller End-Users. The Head Security Designate Authorization Form must be signed by a duly authorized representative of the Company. Company's duly authorized representative (e.g. contracting officer, security manager, etc.) must authorize changes to Company's Head Security

Designate. The Head Security Designate will submit all requests to create, change or lock Security Designate and/or Authorized User access accounts and permissions to STRETTO's systems and information (via the Internet). Changes in Head Security Designate status (e.g. transfer or termination) are to be reported to STRETTO immediately.

2. When accessing STRETTO's products and services via the Internet, the Head Security Designate is acting as the duly authorized representative of Company.
3. The Security Designate may be appointed by the Head Security Designate as the individual that the Company authorizes to act on behalf of the business in regards to STRETTO product access control (e.g. request to add/change/remove access). The Company can opt to appoint more than one Security Designate (e.g. for backup purposes). The Company understands that the Security Designate(s) it appoints shall be someone who will generally be available during normal business hours and can liaise with STRETTO's Security Administration group on information and product access matters.
4. The Head Designate shall be responsible for notifying their corresponding STRETTO representative in a timely fashion of any Authorized User accounts (with their corresponding privileges and access to application and data) that are required to be terminated due to suspicion (or actual) threat of system compromise, unauthorized access to data and/or applications, or account inactivity.

## Designate

1. Must be an employee and duly appointed representative of Company, identified as an approval point for Company's Authorized Users.
2. Is responsible for the initial and on-going authentication and validation of Company's Authorized Users and must maintain current information about each (phone number, valid email address, etc.).
3. Is responsible for ensuring that proper privileges and permissions have been granted in alignment with Authorized User's job responsibilities.
4. Is responsible for ensuring that Company's Authorized Users are authorized to access STRETTO products and services.
5. Must disable Authorized User ID if it becomes compromised or if the Authorized User's employment is terminated by Company.
6. Must immediately report any suspicious or questionable activity to STRETTO regarding access to STRETTO's products and services.
7. Shall immediately report changes in their Head Security Designate's status (e.g. transfer or termination) to STRETTO.
8. Will provide first level support for inquiries about passwords/passphrases or IDs requested by your Authorized Users.
9. Shall be available to interact with STRETTO when needed on any system or user related matters.

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## Glossary

Term	Definition
CAI / CCM	Cloud Security Alliance Consensus Assessments Initiative (CAI) was launched to perform research, create tools and create industry partnerships to enable cloud computing assessments. The Cloud Security Alliance Cloud Controls Matrix (CCM) is specifically designed to provide fundamental security principles to guide cloud vendors and to assist prospective cloud customers in assessing the overall security risk of a cloud provider.
Computer Virus	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.
Consumer Data	Consumer Data describes Experian data, data from other credit bureaus and credit reporting agencies and/or consumer information from other sources. Consumer Data must be protected against unauthorized disclosure.
Encryption	Encryption is the process of obscuring information to make it unreadable without special knowledge.
Experian Independent Third Party Assessment Program	The Experian Independent 3rd Party Assessment is an annual assessment of an Experian Reseller's ability to protect the information they purchase from Experian. EI3PA <sup>SM</sup> requires an evaluation of a Reseller's information security by an independent assessor, based on requirements provided by Experian. EI3PA <sup>SM</sup> also establishes quarterly scans of networks for vulnerabilities.
Firewall	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
FISMA	The Federal Information Security Management Act (FISMA) is United States legislation that defines a comprehensive framework to protect government information, operations and assets against natural or man-made threats. FISMA was signed into law part of the Electronic Government Act of 2002.
Information Lifecycle	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
IP Address	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices - including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.

ISO 27001 /27002	IS 27001 is the specification for an ISMS, an Information Security Management System (it replaced the old BS7799-2 standard). The ISO 27002 standard is the rename of the ISO 17799 standard, and is a code of practice for information security. It basically outlines hundreds of potential controls and control mechanisms, which may be implemented, in theory, subject to the guidance provided within ISO 27001.
PCI DSS	The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle cardholder information for the major debit, credit, prepaid, e-purse, ATM, and POS cards.
Peer-to-Peer	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.
Router	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.
Spyware	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.
SSAE 16 SOC 2, SOC3	Statement on Standards for Attestation Engagements (SSAE) No. 1 SOC 2 Report on Controls Related to Security, Availability, Processing Integrity, Confidentiality, and Privacy. The SOC 3 Report, just like SOC 2, is based upon the same controls as SOC 2, the difference being that a SOC 3 Report does not detail the testing performed (it is meant to be used as marketing material).
SSID	Part of the Wi-Fi Wireless LAN, a service set identifier (SSID) is a code that identifies each packet as part of that network. Wireless devices that communicate with each other share the same SSID.
STRETTO Agreement	The contract in force between Company and STRETTO governing Company's access to consumer credit products. Examples include but are not limited to the Standard Agreement for Service, Consumer Referral Agent Agreement, CINcompass License Agreement, and CINcompass SaaS Master Subscription Agreement.
Technical Provider	A third-party service provider that i) acts on behalf of the Company; ii) manages any technical platform that allows access to credit report data; and iii) takes possession of FCRA or GLB protected data directly from STRETTO's online systems. Application Service Providers (ASP) and Software as a Service (SaaS) who have access to credit report data are examples of Technical Providers.
WEP Encryption	(Wired Equivalent Privacy) A part of the wireless networking standard intended to provide secure communication. The longer the key used, the stronger the encryption will be. Older technology reaching its end of life.

WPA	(Wi-Fi Protected Access) A part of the wireless networking standard that provides stronger authentication and more secure communications. Replaces WEP. Uses dynamic key encryption verses static as in WEP (key is constantly changing and thus more difficult to break than WEP).
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