

## T&C Appendix

The following pages contain appendices '1' through '37' as referenced in the Advantage Credit, Inc. ("Advantage Credit") Service Agreement (this/the "Agreement"). By executing the Advantage Credit Service Agreement and utilizing a particular service listed below, Client acknowledges and consents to be bound by all Terms and Conditions provided in the applicable Appendix. Nothing in this Appendix shall be construed or taken as legal advice. Client understands and agrees that many of the Appendices are direct flow-downs from the nationwide consumer reporting agencies or other Advantage Credit third-party vendors, and as such the Terms are required 'as is' if Client wishes to utilize the applicable Service. Advantage Credit therefore may not have the authority to change the terms provided in each Appendix.

### **Service:**

### **Appendix Number:**

Stipulations for Account Activity	1.a
Credit Score Services Terms	1.b
OFAC Screening Terms	2
SSA-89 Social Security Verification Services	3
Experian Security Requirements	4
Monitoring Advantage Service Agreement	5
Rescore Express	6
CreditXpert Licensed Software	7
State Certifications for California and Vermont	8
California Requirements	9
Notices to Users under the FCRA	10
Equifax Requirements	11
Additional Equifax Information Services	12
Equifax Mortgage Pre-Approval Terms and Conditions	13
Experian Requirements	14
Experian Credit Scoring Services Agreement	15
Experian 2-Way Agency Agreement	16
Experian Power Profile Plus for Mortgage Services	17
Experian Verify Product Requirements	18
TransUnion Requirements	19
TransUnion Classic Credit Risk Score Services	20
Flood Zone Determination Terms	21
Advanced Data Verification Services Agreement	22
LexisNexis Requirements	23
LexisNexis Liens & Judgments	24
PitchPoint Liens & Judgments	25
Mortgage Pre-Qualification Requirements	26
The Work Number and EVS Services	27
Equifax Property Valuation Services Requirements	28
Precise ID Services- Experian	29
Remote Work Requirements	30
Secondary Use Policy	31
Trended ACROFILE Plus Telco & Utilities/Attributes Services	32
4506-C Income Verification Express Services	33
Supplement and Verification Addendum	34
Verification of Military Status	35
ScoreNavigator	36
<a href="#">FICO® Score Mortgage Simulator</a>	<a href="#">37</a>



## **Appendix 1. a**

### **Stipulations for Account Activity**

Clients who do not purchase Services for a consecutive three (3) month period are considered 'inactive' and as such may have their accounts locked as a security measure.

'Inactive' Clients without any purchasing activity for six (6) months or more may have their membership permanently suspended; if this happens the Client will be required to reapply for and be approved for membership again before they can access Services.



## Appendix 1. b

### Credit Score Services Terms

If Client receives Credit Score Services, the following shall apply:

- 1. Disclosure Services.** For Credit Reports (that contain credit scores) received by Client from Advantage Credit, Advantage Credit will, on behalf of Client, send to the consumer subject of the Credit Report, a score disclosure (the "Disclosure") as follows:
  - a. For loans secured by one to four units of residential real property, the Disclosure shall include the information set forth in 12 C.F.R. 1022.74(d)(1)(ii).
  - b. For loans not secured by residential real property, the Disclosure shall include the information set forth in 12 C.F.R. 1022.74(e)(1)(ii).
  - c. For loans where a credit score is not available, the Disclosure shall include the information set forth in 12 C.F.R. 1022.74(f)(1)(iii).
- 2. Fulfillment Services.**
  - a. Advantage Credit will send the Disclosures to the address of the consumer(s) (that was provided to Advantage Credit by Client at the time of the Credit Report request) within ten (10) business days after the initial order for the Credit Report by Client. Each Disclosure will only include the information associated with the subject consumer.
  - b. If a Disclosure is returned to Advantage Credit for any reason, no second mailing attempt will be made. Advantage Credit will destroy the Disclosure using commercially reasonable methods.
- 3. Score Services.** If Client receives Scores, the following additional terms and conditions shall apply:
  - a. Client acknowledges that the Scores and the factors on which the Scores are based are proprietary to the providers of the Scores, and Client agrees to hold all Scores received from Advantage Credit pursuant to this Exhibit in strict confidence for Client's exclusive use and not to disclose any Score to the consumer or to any third party, except as required under applicable law or as permitted with Advantage Credit's written consent. Client may store Scores solely for Client's own use in furtherance of Client's original purpose for obtaining the Scores. Client shall not use the Scores for prescreening, model development or model calibration and shall not reverse engineer the Scores.
  - b. For purposes of this Appendix, "adverse action" has the meaning assigned to such term under Regulation B (12 CFR Section 202, et seq.) ("Regulation B") promulgated under the Federal Equal Credit Opportunity Act, 15 USC, Section 1691, et seq. ("ECOA").
  - c. Client may provide the principal factors contributing to a Score to the subject of the Score when those principal factors are the basis of Client's adverse action against the subject or as otherwise required under applicable law. Where such principal factors are provided to the subject, Client must describe such factors in a manner that complies with all applicable law. Client agrees not to use any Score as the basis for an adverse action unless the Score factor codes have been delivered to Client together with the Score, and Client agrees periodically to revalidate the Score as required under Regulation B. Client recognizes that all Scores (a) are statistical and may not be predictive as to any particular individual; (b) are not intended to characterize any individual as to credit capability; and (c) other factors must be considered in making a credit decision. No Score is intended to characterize any of Client's applicants or Clients as to credit capability, and neither



Advantage Credit nor any Score provider guarantees the predictive value of any Score with respect to any of Client's applicants or Clients. Scores represent an estimate of credit risk relative to other individuals used by the Score provider to develop the Score and any predictive value of the Score only represents the provider's opinion based on its point-scorable prediction algorithms, risk models, and/ or other methodology.

- d. Client understands that the providers of the Scores impose specific requirements for Client to use their Scores, as set forth in this Appendix. Client agrees to comply with the Specific Score Requirements. In the event of a direct conflict between the terms of any specific requirements of a Score provider and the general provisions of this Agreement, the specific requirements of the Score provider shall govern, but only with respect to the provision that is in conflict. In the event that any Score provider adds or otherwise modifies its requirements for Client's use of its Score, Client agrees that such terms will automatically be incorporated into this Appendix and become part hereof, and that by ordering any such Score or Scores hereunder, Client agrees that such requirements will be binding on Client.
  - e. From time to time, Advantage Credit may make additional credit risk scores available to Client. In such case, each such additional score Client decides to purchase will be a "Score" for all purposes of this Appendix, and Client's use of such Score and related obligations will be governed by the applicable provisions of this Appendix and any additional terms and requirements imposed by Advantage Credit and/or the provider of the Score.
4. Account Monitoring Services. If Client receives credit reporting services for account review purposes, Client certifies that it will use these services solely for review or monitoring of Client's own open accounts and/or closed accounts with balances owing, and for no other purpose. In the event Client elects to review its closed end accounts, Client certifies that it has the contractual authority to review and/or modify the terms of such accounts. Client will obtain written consent of the account owner before request review services for potential investments and will provide a copy of such written consent to Advantage Credit.

Generally, Clients who do not purchase credit data products and services for a consecutive 3-month period are considered 'inactive' and as such may have their accounts locked as a security measure. 'Inactive' clients without any purchasing activity for 6 months or more may have their membership suspended; if this happens the end user will be required to reapply for membership before they can again access data and services.



## Appendix 2

### OFAC Screening Services

If Client receives OFAC Screening Services, the following additional terms and conditions shall apply:

1. Office of Foreign Assets Control ("OFAC") Alert is an information service that is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing the subject consumer's eligibility for credit, insurance, employment or any other purpose authorized under section 604 of the Fair Credit Reporting Act, and in no event will client use such information, in whole or in part, as a basis for any adverse action against such consumer. User certifies it will not use any information provided through the OFAC Alert Service as part of its decision-making process for determining the consumer's eligibility for any credit products or other products, benefits (including the opportunity to rent a dwelling) or services applied for. Client acknowledges that Advantage Credit is providing data to support Client's own processes and decisions, and Client's customer(s) should not be denied any service or access based solely on data or results provided by Advantage Credit. Client is solely responsible for any denial of service to Client's customers, and Client should not deny such service based upon data or results provided by Advantage Credit or Advantage Credit's information providers without first conducting an appropriate review and adjudication process. Client agrees to indemnify, defend and hold harmless Advantage Credit for any claim arising from any such denial of service. Client understands that Advantage Credit is providing the OFAC Services to Client in reliance on this warranty.
2. User acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and User further certifies that upon receipt of an OFAC Alert, it will contact the appropriate government agency for confirmation and instructions. The OFAC Alert indicator may or may not apply to the consumer whose eligibility is being considered by User.
3. Advantage Credit cannot guarantee the accuracy or reliability of the OFAC Service. **Client acknowledges that the existence of a search based on very limited identifying information contained in a database does not necessarily indicate that the person for whom the Client inquired is the same person searched in the database.** The use of the OFAC Services does not attempt to, nor does it, satisfy any of Client's legal obligations that may be administered by OFAC or any other governmental agency.
4. Client Identification Program ("CIP") means a risk based program that includes policies, procedures and controls to (i) verify the identity of the person (consumer or entity) seeking to open an account, (ii) maintain records of the information used to verify identity and (iii) consult government lists of known or suspected terrorists or terrorist organizations to confirm that the person is not on any list. Client certifies that it maintains a CIP, which includes, without limitation, a designated Compliance Officer, procedures for resolving whether any person matched in the OFAC Services is in fact subject to regulation by the Department of the Treasury's Office of Foreign Asset Control or other government agency, ongoing employee training, and an independent audit function to test the program.



## Appendix 3

### SSA-89 Social Security Verification Services

If Client receives SSA-89 Social Security Verification Services, the following additional terms and conditions shall apply:

- 1. Orders.** Client shall submit to Advantage Credit a Social Security Administration ("SSA") Form SSA-89, along with any other information or documentation required by Advantage Credit (collectively, the "Request"), to receive a social security number verification report. The subject of the Request ("Subject") must sign Form SSA-89 and include his/her date of birth. If the request is for a minor child (under age 18), a parent or a legal guardian must sign Form SSA-89. If the request is for a legally incompetent adult, a legal guardian must sign the Form SSA-89. If the parent or guardian signs the Form SSA-89, Client shall provide proof of the relationship (e.g., a copy of the birth certificate or court documentation proving the relationship). Client must provide Advantage Credit with copies of the signed form by fax or other agreed upon means. Unless Client also receives Electronically Signed Social Security Number Verification Reports Services, provided below, Advantage Credit will not accept digital or electronic signatures. No alterations may be made to Form SSA-89, unless the subject 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 Request must be received by Advantage Credit within ninety (90) days from the date Form SSA-89 is signed, unless the Subject signing the Form SSA-89 has established an alternate timeframe. To establish an alternate timeframe, the subject must strike through the 90-day time period, write in the specified timeframe and initial and date the change. If the Subject has established an alternate timeframe, the Request must be received by Advantage Credit within the alternate timeframe. The SSA will verify social security numbers solely for the purpose(s) specified on the individual Form SSA-89 associated with the Request. Advantage Credit shall submit each Request to the SSA for processing and deliver the results returned from the SSA to Client (the "SSN Report").
- 2. Restrictions on Use.** Client may use the SSN Report only for the purpose(s) specified by the Subject in the consent form (Form SSA-89) and shall make no further use or re-disclosure of the SSN Report. Client acknowledges that exceeding the scope of the consent could violate state or federal law and subject Client to legal consequences. Client further acknowledges that 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 \$5,000.00. Client understands the highly sensitive nature of the information in SSN Reports, and that improper disclosure of such information could cause significant harm to subjects. Client agrees not to duplicate or reproduce any SSN Report or any information contained therein. Client must keep each subject's signed original Form SSA-89 for at least five (5) years after receiving the SSN Report and provide the originals to Advantage Credit on request. Client shall protect (i) the confidentiality of Forms SSA-89 and the information contained therein and (ii) the associated SSN Report. If Client retains Forms SSA-89 in paper format, Client must store such forms in a locked, fireproof and waterproof storage receptacle. Access to this receptacle shall be restricted to authorized employees of Client who have a need to know such information in order to perform their duties and responsibilities for Client ("Authorized Employees"). If Client retains Forms SSA-89 electronically or on removable electronic media (such as CDs), Client shall: (a) password protect any electronic files used for storage; (b) restrict access to the files to Authorized Employees; and, (c) ensure disaster recovery procedures are in place and have been followed. If data is stored on removable electronic media (such as CDs), Client must encrypt the data and store such media in a locked, fireproof and waterproof storage receptacle. When either of the electronic storage means above is used, the original paper consent forms must be destroyed.
- 3. Client Obligations and Acknowledgements.**
  - a. Service Limitations.** Client acknowledges and agrees that verification of a Social Security Number ("SSN") does not provide verification of identity and cannot be used to determine employment eligibility. The SSN Verification Service does not interface with the Department of Homeland Security ("DHS") verification system, and they will not satisfy DHS's I-9 requirements.



The sole purpose of the SSN Verification Service is to provide the Client with a response. A “yes” or “no” response indicates whether the SSN and name submitted is consistent with the SSA’s internal records. A “deceased” response indicates that the consumer has been reported deceased to the SSA.

- b. **Further Obligations.** In the event of a “no” response, Client will determine whether the data submitted to Advantage Credit matches the data contained in Client’s records. If it does not match, Client will resubmit the corrected data as a new order. If the data does match, Client will contact the Subject to verify the data. If the Subject corrects the data, Client will resubmit the corrected data as a new order. If Client is unable to resolve the data discrepancy, then Client represents and warrants to Advantage Credit that it will refer the Subject to an SSA Field Office to determine the nature of the problem.
- c. **Advertising Restrictions.** Client 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 SSA” 42 U.S.C. § 1320b-10(a)”. Client is specifically prohibited from: (i) using the words “Social Security” or other program-related words, acronyms, emblems and symbols in connection with an advertisement for “identity verification”; and (ii) advertising that SSN verification provides or serves as identity verification.
- d. **Audit.** Client acknowledges and agrees that the SSA has the right of access to all Client books, systems, and records associated with the SSN Verification Service at any time.
- e. **Termination by SSA.** SSA has the right to cancel the SSN Verification Services at any time. Advantage Credit’s obligation to provide the SSN Verification Services to Client shall automatically terminate upon such cancellation by the SSA, and Advantage Credit shall not have any liability whatsoever with regard to such termination of the SSN Verification Services. Client acknowledges and agrees that termination of the SSN Verification Services does not terminate or affect the other Services provided under the Agreement.
- f. **Limits on Disclosure and Use.** Client represents, warrants and agrees that: (i) it will not use or disclose, and will not allow any third party to use or disclose, the SSN Verification Services for any purposes not expressly and unambiguously authorized on a Request; and (ii) it will, upon request, provide supporting documentation to Advantage Credit and the SSA or representatives of the foregoing regarding its compliance with all the terms and conditions of this SSA-89 Social Security Services Verification Exhibit.

#### 4. Duration of Agreement and Suspension of Services

- a. **Duration of Agreement.** This Exhibit is effective upon signature of Advantage Credit and issuance of security credentials and is terminable in the following situations outside the standard termination rights:
  - The timeframe stated by Advantage Credit during the registration process has ended, leading to the account being suspended.
  - SSA cancels any External Testing Environment (“ETE”) application or the entire environment at any time. However, Advantage Credit and Client acknowledge that SSA will make a reasonable effort to provide 5 days’ notice prior to such action.
  - Advantage Credit gives notice of its decision to cancel its agreement with the SSA. In the event that Advantage Credit gives notice of its intent to cancel the





agreement with the SSA, such agreement shall terminate immediately or at the specified notice date;

- SSA and Advantage Credit mutually agree to cancel their agreement;
- Cancellation of the SSA-Advantage Credit agreement is required by law and shall be effective as specified.

Access to the SSN Verification Service will come to an end if the SSA determines that Client does not demonstrate the technical and environmental expertise prescribed by Appendix A Section IV of the Social Security Administration Technical Specifications and Systems Security & Related Business Process Requirements, available at <https://www.ssa.gov/cbsv/docs/SampleUserAgreement.pdf>. Note: The completion of application testing within the ETE has no bearing on access to the SSA Production systems.

- b. **Suspension of Services.** Notwithstanding any other provision of this Exhibit, Client acknowledges that SSA may unilaterally suspend access of Advantage Credit to Client services at the Agency's discretion. Suspension will be effective immediately upon notice by SSA to Advantage Credit and will remain in effect until lifted by SSA. During the suspension period, notifications will be sent to Client who has used the ETE environment on updates relating to the application tested. Client acknowledges that Advantage Credit is required to waive any right to judicial review of SSA's decision to suspend or cancel this Exhibit.

**5. Admin User and Login ID.** Client shall provide the following information as part of the Client Profile Account Set-Up procedures.

Admin User's Name: \_\_\_\_\_  
Login ID (case sensitive, 6-15 characters): \_\_\_\_\_  
Admin User's Email: \_\_\_\_\_  
Admin User's Phone: \_\_\_\_\_

Information on the Admin User and Login ID

- The Admin's Login ID is permanent; it can include letters, numbers and the following special characters: period, apostrophe or underscore.
- The Admin User has the ability to establish additional users. The system supports a hierarchy that enables the Admin User to view all activity by their established users.
- Any changes to the Admin User shall be made via written notification to Advantage Credit.

## **Exhibit A to Appendix 3 ELECTRONICALLY SIGNED SOCIAL SECURITY NUMBER VERIFICATION REPORTS**

1. **Description of Services.** Advantage Credit will obtain the social security number verification on the subject of a written consent ("Subject") and return such information to Client. Client shall include in each order of a social security number verification all information and documents required by Advantage Credit. Without limiting the generality of the foregoing, Client must submit a fully completed Written Consent (as defined below), the Subject must sign (electronically or wet) and date such Written Consent, and Client must provide Advantage Credit with a copy of such signed Written Consent by agreed upon means. Such Written Consent must be completed and signed in accordance with all applicable provisions of, and accompanied by all supporting electronic signature documentation as required by the Electronic Signatures in Global and National Commerce Act ("ESIGN Act"), SSA rules, regulations, orders, determinations and SSA's user agreement with Advantage Credit, all of which may be updated from time to time. By submitting an





electronically signed Written Consent, Client attests that Client has obtained, will maintain, and will provide upon request the audit log or certificate of completion providing proof of Subject's consent to use electronic signature as relates to such submitted Written Consent. Advantage Credit may amend this Exhibit ("Exhibit") at any time to implement (a) minor administrative changes, such as changes to SSA contact information; or (b) procedural changes, such as method of transmitting requests and results and limits on the number of SSN Verification requests. Advantage Credit will notify Client of any unilateral amendments under this section. If Client does not wish to be bound by any such unilateral amendment, the Client may terminate this Exhibit with ten (10) calendar days' notice.

Client understands, acknowledges, and agrees that it must provide to SSA a certification statement in the form prescribed by the SSA prior to obtaining services hereunder.

Client understands, acknowledges, and agrees that SSN Verification verifies that the Fraud Protection Data provided by the Client matches or does not match the data in SSA records. SSA's SSN Verification does not authenticate the identity of the SSN holder or conclusively prove that the SSN holder is who he or she claims to be. Client must not reuse the SSN Verification. Client may mark their own records as "verified" or "unverified."

2. Definition of Written Consent from Consumer. Written Consent means the consent by which the social security number ("SSN") holder gives SSA permission to disclose SSN Verification results to Advantage Credit and Client in connection with a credit transaction or any circumstance described in section 604 of the Fair Credit Reporting Act (15 U.S.C. § 1681b). The Written Consent must meet SSA's requirements. The Written Consent must clearly specify to whom the information may be disclosed, that the SSN holder wants SSA to disclose the SSN Verification, and, where applicable, during which timeframe the SSN Verification may be disclosed (see 20 CFR Part 401.100). The Written Consent must identify the purpose for which the SSN holder gives SSA permission to disclose SSN Verification results. The Written Consent must be provided by the SSN holder in one of three ways described in paragraph 3a below.
3. Forms of Valid Written Consent.
  - a. Client must obtain from each SSN holder a valid Written Consent that meets SSA's requirements as set forth herein and in SSA's regulations. A valid Written Consent includes one of the three following forms of consent:
    - 1) SSA-89 (standardized consent form titled Authorization for SSA to Release SSN Verification), with the SSN holder's wet signature. Available at: <https://www.ssa.gov/forms/ssa-89.pdf>.
    - 2) SSA-89, in a "pdf fillable" form, signed electronically by the SSN holder, with an Electronic Signature that meets the requirements set forth in Exhibit B attached hereto and incorporated herein by this reference; or
    - 3) Upon Advantage Credit's implementation of the following web-signed options, then one of the two consent template options provided in Exhibit C, SSA Written Consent Template, that is incorporated into Client's existing electronic or paper-based business process. As shown in Exhibit C, SSA Written Consent Template, the title of SSA's Written Consent must be in "bold" font followed directly by the SSA-provided language. See SSA's Written Consent Template, attached hereto and incorporated herein as Exhibit C. Notwithstanding anything to the contrary, Client shall not use this option 3.a.3) until Client has provided a model of such language to Advantage Credit and Advantage Credit has expressly consented to the use of such model language; Client shall not modify approved model language without the express written consent of Advantage Credit.
      - a) In addition to any requirements in this Exhibit, consent incorporated Client's electronic business process must use SSA's Written Consent Template, and the consent must be associated with the SSN holder's name, date of birth, SSN, the purpose for the transaction, and must be signed with an electronic signature that meets the requirements in Exhibit B attached hereto.
      - b) In addition to any requirements in this user agreement, consent incorporated into Client's paper-based business process must use SSA's Written Consent Template, and the consent must contain the SSN holder's name, date of birth, SSN, the purpose for the transaction, and must include the SSN holder's wet signature.



- b. Client must not alter the Written Consent either before or after the SSN holder signs the Written Consent. If the SSN holder later changes the period during which the Written Consent is valid, Client may not rely upon the Written Consent to request an SSN Verification from SSA unless the SSN holder annotated and initialed this change in the space provided on the Written Consent, including by a new Electronic Signature meeting requirements set forth in Exhibit B. Alterations do not include fax date/time stamps, barcodes, quick response codes or tracking/loan numbers added to the margin of a form.
  - c. Client must not rely upon the Written Consent to request an SSN Verification unless the SSN Verification request is submitted within the time specified on the Written Consent, either 90 calendar days from the date the SSN holder signs the Written Consent, or by an alternate date established on the Written Consent.
  - d. Client must track its own activities associated with obtaining Written Consent and initiating requests with Advantage Credit.
  - e. Client shall inform all employees with access to the SSN Verification or Written Consent of the confidential nature of the SSN Verification and Written Consent and the administrative, technical, and physical safeguards required to protect the SSN Verification and Written Consent from improper disclosure. Client will store the information in an area that is physically safe (i.e., password protected hard drive, USB drive or disk) from unauthorized access at all times.
  - f. Other:
    - 1) Client must return any Written Consent that does not meet the requirements described in paragraph 3a to the SSN holder with an explanation of why the Written Consent is deficient.
    - 2) Client may submit SSN Verification requests based on a Written Consent signed electronically by the legal guardians of adults, and parents or legal guardians of children under age 18 when two criteria are met: (1) The parent or legal guardian has signed a Written Consent, and (b) the parent or legal guardian has submitted documentation to Client that proves the relationship. If the request is for a minor child (under age 18), a parent or legal guardian must sign the Written Consent and provide a birth certificate or court documentation proving the relationship. If the request is for a legally incompetent adult, a legal guardian must sign the Written Consent and provide court documentation proving the relationship.
    - 3) Client may accept Written Consent signed by a third party with power of attorney only if the SSN holder signs the papers granting the power of attorney and those papers state exactly what information SSA can disclose to Client. A third party without a power of attorney or with a power of attorney that does not meet the criteria described in this section (e.g., a spouse, an appointed representative, an attorney) is not authorized to execute Written Consent on the SSN holder's behalf.
4. Retention of Written Consent.
- a. Client must retain the Supporting Documentation (as defined below) for a period of five (5) years from the date of the SSN Verification request, either electronically or in paper form. Client must protect the confidentiality of each completed Written Consent and the information therein, as well as the associated record of SSN Verification. Client must also protect the following records from loss or destruction as provided in paragraph 6 below Written Consent, evidence documenting specific purpose, or SSN Verification. Client shall restrict access to the Written Consent and SSN Verification to the minimum number of employees and officials who need it to perform the process associated with this Exhibit.
  - b. If Client obtains the Written Consent in paper format and chooses to retain the Written Consent in paper format, Client must store the Written Consent in a manner that meets all regulatory requirements.

If Client obtains Written Consents electronically, or chooses to convert original paper copies of Written Consents to electronic versions, Client must retain the Written Consents in a way that accounts for integrity of the Written Consents and: (1) password protect any electronic files used for storage; (2) restrict access to the files to the only necessary personnel; and (3) put in place and follow adequate disaster recovery procedures. SSN Verifications must also be protected in this manner.

When storing a Written Consent electronically, Client must destroy any original Written Consent in paper form.



- c. When the Written Consent includes reference to:
- 1) A static or general purpose (see Exhibit C, Option 1), Client must maintain:
    - a) Evidence that documents the specific purpose of the SSN Verification request;
    - b) Such evidence in a way that clearly links the specific purpose of the transaction to the relevant Written Consent; and
    - c) Maintain such evidence for a period of five years from the date of the SSN Verification request that preserves the accuracy and integrity of the records, and that is accessible to SSA and SSA's auditors.
  - 2) A specific purpose (see Exhibit C, Option 2), Client is not required to maintain the records specified in paragraph 4.c.1) above, as maintaining Exhibit C, Option 2 for the requisite period will suffice.

Supporting Documentation means all records or information necessary for SSA or Advantage Credit, as the case may be, to conduct audits as required hereunder. Supporting Documentation may include: all completed and signed Written Consents; evidence documenting the specific purpose for each Written Consent, if not referenced within the individual Written Consent; SSN Verifications; and audit logs or audit trails. Supporting Documentation must be maintained in an accessible electronic format, when available. If not available, paper documentation will suffice.

5. Advertising Limitations. Client understands, acknowledges, and agrees to the following:
- a. 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).
  - b. Client is specifically prohibited from using the words "Social Security" or other eCBSV program-related words, acronyms, emblems, and symbols in connection with an advertisement for "identity verification."
  - c. Client is specifically prohibited from advertising that an SSN Verification provides or serves as identity verification.
  - d. Client cannot advertise that eCBSV will eliminate synthetic identity fraud or any type of fraud.
6. Protecting and Reporting the Loss of SSN Verifications or Written Consents. Client shall maintain, and follow its own policy and procedures to protect SSN Verifications and Written Consents, including the policies and procedures it has established for reporting lost or compromised, or potentially lost or compromised non-public information of its consumers. Client shall safeguard SSN Verifications and Written Consents to which it has access. In addition, Client shall, within reason, take appropriate and necessary action to: (1) educate its Authorized Users on the proper procedures designed to protect SSN Verifications and Written Consents; (2) enforce compliance with the policy and procedures prescribed, and (3) process all SSN Verifications or Written Consents to which it has access under the immediate supervision and control of an Authorized User in a manner that will protect the confidentiality of the records; track the dissemination of the records; prevent the unauthorized use of SSN Verifications and Written Consents; and prevent access to the records by unauthorized persons. For purposes of this Exhibit, an Authorized User is an employee of the Client who has been authorized by Client to submit SSN Verification requests and has successfully registered through to use the eCBSV system.

When Client becomes aware or suspects that SSN Verifications or Written Consents have been lost, compromised, or potentially compromised, Client, in addition to its own reporting process, shall provide immediate notification of the incident to Advantage Credit and to the primary SSA contact. If the primary SSA contact is not readily available, Client shall immediately notify an SSA alternate. For purposes of this Exhibit, the primary and alternate SSA contacts are as provided at Exhibit D attached hereto and incorporated herein by this reference. These alternates may be modified at any time by written notice (which may be electronic) to Client.



7. Compliance. Client agrees to comply with all applicable federal, state and local laws and regulations in connection with the ordering and use of the SSN Verification Services and any information contained therein. Client is solely responsible for its own compliance.
8. Updates. Client understands that if changes are made to the electronic signature software configuration, or Client is planning on changing electronic signature providers, Client will immediately notify Advantage Credit. Client will provide sample documents upon request and participate in any audit related activities requested by Advantage Credit.
9. Audit Rights. In addition to the audit rights granted pursuant to the Agreement, Client also agrees to the following mandatory audits by SSA or by a third-party selected by the SSA:
  - An initial audit once within three (3) years of January 25, 2022;
  - Audits at SSA's discretion at any time.

SSA may make onsite inspections of Client's site, including a systems review limited to eCBSV services-related systems, to ensure that Client has taken the above-required precautions to protect the Written Consent, including evidence documenting purpose if records include the SSN Verification and Written Consent, and the SSN Verification and to assess eCBSV-related system security.

SSA may make periodic, random reviews of the Written Consents to confirm that the SSN holder properly completed the Written Consent.

Client agrees to fully cooperate with such audits, inspections, and/or review and to produce Supporting Documentation upon request for purposes of the audit.

10. Termination and/or Suspension of Services. This Exhibit may be cancelled by Advantage Credit at any time if
  - a. The user agreement between Advantage Credit and SSA pursuant to which these services are provided is terminated for any reason.
  - b. The service described hereunder is prohibited by any applicable law or regulation, at which point this user agreement will be null and void as of the effective date specified in such law or regulation.

The services provided under this Exhibit may be suspended at any time for non-compliance with this Exhibit and may be suspended at any time by the SSA. If Client is suspended for any reason, Client is prohibited from submitting SSN Verification requests through another permitted entity during the period of suspension.

11. Indemnification, Disclaimers, & Waivers. Client will indemnify and hold Advantage Credit and SSA harmless from all claims, actions, causes of action, suits, debts, dues, controversies, restitutions, damages, losses, costs, fees, judgments, and any other liabilities caused by, arising out of, associated with, or resulting directly or indirectly from, any acts or omissions of Client, including but not limited to the disclosure or use of information by Client, or any errors in information provided by Client to Advantage Credit under this Exhibit. Neither Advantage Credit nor SSA is responsible for any financial or other loss incurred by Client, whether directly or indirectly, through the use of any data provided pursuant to this Exhibit. Neither Advantage Credit nor SSA is responsible for Client for any costs the Client incurs pursuant to this Exhibit.

Neither Advantage Credit nor SSA is liable for any damages or loss resulting from errors in information provided to Client pursuant to this Exhibit. Furthermore, neither Advantage Credit nor SSA is liable for damages or loss resulting from the destruction of any materials or data provided by Client. All information furnished to Client will be subject to the limitations and qualifications, if any, transmitted with such information. If, because of any such error, loss, or destruction attributable to SSA, SSA must re-perform the services, the additional cost thereof will be treated as a part of the full costs incurred in compiling and providing the information and will be paid by Client.



SSA's performance of services is authorized only to the extent that they are consistent with performance of the official duties and obligations of SSA. If for any reason SSA delays or fails to provide the services, or discontinues all or any part of the services, neither Advantage Credit nor SSA is liable for any damages or loss resulting from such delay, failure, or discontinuance.

Nothing in this Exhibit is intended to make any person or entity who is not a signatory to Exhibit a third-party beneficiary of any right created hereby or by operation of law.

Client specifically waives any right to judicial review of SSA's or Advantage Credit's decision to cancel the provision of services or suspend or terminate this Exhibit.

12. The foregoing requirements for the Services are in addition to and shall not be in lieu of any contractual requirements between the Client and Advantage Credit as provided in the Agreement.

## **EXHIBIT B to Appendix 3 ELECTRONIC SIGNATURE REQUIREMENTS**

Consistent with E-SIGN, SSA does not require Client to use specific technology to implement an electronic signature on a Written Consent, so long as the Electronic Signature meets the definition of and all applicable requirements set forth by section 106 of E-SIGN, as identified below.

1. Client must use a form of electronic signature consistent with E-SIGN.

Client, when obtaining the Written Consent, must use a form of electronic signature consistent with E-SIGN (i.e., an electronic sound, symbol, or process). The following are non-exclusive examples of forms of Electronic Signature that are consistent with E-SIGN. Client may incorporate other comparable forms of electronic signature so long as they are otherwise in compliance with section 106 of E-SIGN.

- i. A typed name (i.e., typed into a signature block on a website form)
- ii. A digitized image of a handwritten signature that is attached to an electronic record
- iii. A shared secret (i.e., password or PIN) used by a person to sign the electronic record
- iv. A sound recording of a person's voice expressing consent
- v. Clicking or checking an on-screen button (i.e., clicking or checking an "I Agree" or "I Consent" button)

2. The Electronic Signature must be executed or adopted by a person with the intent to sign.

It must be clear to the SSN Holder, either in the Written Consent or elsewhere in the signing process, that he or she is signing SSA's Written Consent. Examples of intent to sign methods deemed appropriate include, but are not limited to:

- i. Clicking a clearly labeled "Accept" button (e.g., "By [clicking the [SIGN/ I AGREE/ I ACCEPT] button], you are signing the consent for SSA to disclose your SSN Verification to Advantage Credit Advantage Credit, LLC and Client. You agree that your electronic signature has the same legal meaning, validity, and effect as your handwritten signature."); or
- ii. Allowing the signer to opt out of electronically signing the record by providing an option to decline).

3. The Electronic Signature must be attached to or associated with the Written Consent being signed.



The Electronic Signature must be attached to or logically associated with the Written Consent being signed, and where applicable, have the capability for an accurate and unaltered version to be retained by the parties involved. Examples of acceptable forms of associating the electronic signature to the record include, but are not limited to:

- i. a process that permanently appends the signature data to the consent being signed; or
- ii. a database-type link between the signature data and the consent.

Regardless of the approach selected, Client must ensure that the Electronic Signature be associated with the Written Consent in a manner that allows for the establishment that a specific person applied a particular electronic signature to a specific electronic record, at a specific time, and with intent to sign the electronic record (signature data).

In addition to the requirements above set forth by section 106 of E-SIGN, Client must ensure there is a means to preserve the integrity of the electronic signature by retaining and implementing safeguards to prevent it from being modified or altered in accordance with the retention requirements set forth in the Exhibit.

Regardless of the method Client uses to preserve the integrity of the Electronic Signature and Written Consent, there must be a means to retrieve and reproduce legible, accurate, and readable hard or electronic copies of the Written Consent reflecting all Electronic Signature requirements in this section for auditing and monitoring purposes under the Banking Bill and the Privacy Act of 1974, as amended.

## **EXHIBIT C to Appendix 3 SSA WRITTEN CONSENT TEMPLATE**

### **Option 1: Static Purpose:**

#### **Authorization for the Social Security Administration to Disclose Your Social Security Number Verification**

I authorize the Social Security Administration (SSA) to verify and disclose to [Client] through Advantage Credit Advantage Credit, LLC, their service provider, for the purpose of this transaction whether the name, Social Security Number (SSN) and date of birth I have submitted matches information in SSA records. My consent is for a one-time validation within the next [number of days].

### **Option 2: Dynamic Purpose:**

#### **Authorization for the Social Security Administration to Disclose Your Social Security Number Verification**

I authorize the Social Security Administration (SSA) to verify and disclose to [Client] through Advantage Credit Advantage Credit, LLC, their service provider, for the purpose of [insert specific purpose] whether the name, Social Security Number (SSN) and date of birth I have submitted matches information in SSA records. My consent is for a one-time validation within the next [number of days].

\*NOTE: Client must maintain evidence documenting the specific purpose in accordance with this Exhibit.





## **Appendix 4**

# **Experian Security Requirements**

The security requirements included in this document represent the minimum security requirements acceptable to Experian and are intended to ensure that a Third Party (i.e., Supplier, Reseller, Service Provider or any other organization engaging with Experian) has appropriate controls in place to protect information and systems, including any information that it receives, processes, transfers, transmits, stores, delivers, and / or otherwise accesses on behalf of Experian.

### **DEFINITIONS**

"Experian Information" means Experian highly sensitive information including, by way of example and not limitation, data, databases, application software, software documentation, supporting process documents, operation process and procedures documentation, test plans, test cases, test scenarios, cyber incident reports, consumer information, financial records, employee records, and information about potential acquisitions, and such other information that is similar in nature or as mutually agreed in writing, the disclosure, alteration or destruction of which would cause serious damage to Experian's reputation, valuation, and / or provide a competitive disadvantage to Experian.

"Resource" means all Third-Party devices, including but not limited to laptops, PCs, routers, servers, and other computer systems that store, process, transfer, transmit, deliver, or otherwise access the Experian Information.

#### **1. Information Security Policies and Governance**

Third Party shall have Information Security policies and procedures in place that are consistent with the practices described in an industry standard, such as ISO 27002 and / or this Security Requirements document, which is aligned to Experian's Information Security policy.

#### **2. Vulnerability Management**

Firewalls, routers, servers, PCs, and all other resources managed by Third Party (including physical, on-premise or cloud hosted infrastructure) will be kept current with appropriate security specific system patches. Third Party will perform regular penetration tests to further assess the security of systems and resources. Third Party will use end-point computer malware detection / scanning services and procedures.

#### **3. Logging and Monitoring**

Logging mechanisms will be in place sufficient to identify security incidents, establish individual accountability, and reconstruct events. Audit logs will be retained in a protected state (i.e., encrypted, or locked) with a process for periodic review.

#### **4. Network Security**

Third Party will use security measures, including anti-virus software, to protect communications systems and networks device to reduce the risk of infiltration, hacking, access penetration by, or exposure to, an unauthorized third-party.

#### **5. Data Security**

Third Party will use security measures, including encryption, to protect Experian provided data in storage and in transit to reduce the risk of exposure to unauthorized parties.

#### **6. Remote Access Connection Authorization**

All remote access connections to Third Party internal networks and / or computer systems will require authorization with access control at the point of entry using multi-factor authentication. Such access will use secure channels, such as a Virtual Private Network (VPN).





## **7. Incident Response**

Processes and procedures will be established for responding to security violations and unusual or suspicious events and incidents. Third Party will report actual or suspected security violations or incidents that may affect Experian to Experian within twenty-four (24) hours of Third Party's confirmation of such violation or incident.

## **8. Identification, Authentication and Authorization**

Each user of any Resource will have a uniquely assigned user ID to enable individual authentication and accountability. Access to privileged accounts will be restricted to those people who administer the Resource and individual accountability will be maintained. All default passwords (such as those from hardware or software vendors) will be changed immediately upon receipt.

## **9. User Passwords and Accounts**

All passwords will remain confidential and use 'strong' passwords that expire after a maximum of 90 calendar days. Accounts will automatically lockout after five (5) consecutive failed login attempts.

## **10. Training and Awareness**

Third Party shall require all Third Party personnel to participate in information security training and awareness sessions at least annually and establish proof of learning for all personnel.

## **11. Experian's Right to Audit**

Third Party shall be subject to remote and / or onsite assessments of its information security controls and compliance with these Security Requirements.

## **12. Bulk Email Communications into Experian**

Third party will not "bulk email" communications to multiple Experian employees without the prior written approval of Experian. Third party shall seek authorization via their Experian Relationship Owner in advance of any such campaign.



## Appendix 5

### Monitoring Advantage ("MA") Service

- A.) Client shall provide Monitoring Advantage (a service of Advantage Credit, hereafter referred to "MA") with a List of Consumers (hereafter, either the "Current Loan List" or the "No Current Loan List," or generally the "List"), which it desires MA to monitor in the format prescribed by MA.
- (i) **Current Loan.** Each name on this List must be a consumer with whom Client has a current loan. No other names can be on that List. The List shall include the borrower's first and last name, SSN, current mailing address and the loan closing date. Client may add or delete names from the List of borrowers at any time.
  - (ii) **No Current Loan.** If Client is monitoring consumers which do not have a current loan with the client, these shall be provided to MA in a List separate from those with a current loan. The List shall include the borrower's first and last name, SSN, and current mailing address. As discussed further below, Client represents and warrants that it will provide a firm offer of credit ("FOC") to all individuals for whom Client receives such information. Client may add or delete names from the List of consumers at any time.
- B.) (i) Client must include in the **Current Loan List** the name, phone number, State Licensing numbers, NMLS number, State ID number, branch name, email address and a .jpg photo of the originating loan officer for each loan. Client shall also provide MA with the correct email address at which Client wishes to receive notices.
- (ii) Client shall include in the **No Current Loan List** the name, phone number, branch name and email address of an Administrator who is responsible for ensuring that all No Current Loan consumers receive a FOC.
- C.) Advantage Credit will use its best efforts to monitor the names on the List and to notify Client (the "Notification") when consumers on the List match the predetermined criteria provided by the Client (the "Criteria"), but Advantage Credit does not represent that it will be able to notify Client of each consumer on the list who meets the Criteria. Further, Advantage Credit makes no representations about the number of notifications it will send to Client. Client specifically agrees that Advantage Credit has not represented to Client that MA will be able to identify every consumer on the List each time that consumer may meet the Criteria. In accordance with Section 604(c)(2) of the FCRA, Client understands and agrees that MA may provide only: (i) the name and address of the consumer; (b) an identifier that is not unique to the consumer and that is used by the person solely for the purpose of verifying the identity of the consumer; and (c) other information pertaining to a consumer that does not identify the relationship or experience of the consumer with respect to a particular creditor or other entity.
- D.) MA will store the List in a secure data base, segregated from MA's other customers. The List will not be used by MA for any purpose other than the monitoring activities described above. MA will not share with or otherwise transfer the List to any other person or entity with the exception of the credit bureau(s) that will assist in monitoring. MA's transmission, transportation or storage of the List outside of the United States, or access of the List from outside of the United States, is prohibited except on prior written authorization by the Client. Upon Client's discontinuation of the services of MA, the List will be deleted from MA's database. This provision will also apply to MA subcontractors or agents, if applicable. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. MA will certify in writing to Client that destruction has been completed.



- E.) Client shall provide to Advantage Credit the client's intended mail piece or telemarketing script for MA's pre-approval. Each mail piece or script must evidence the Client's intent to make a firm offer of credit and must contain the disclosures required by Section 615(d) of the FCRA, and Client shall extend a firm offer of credit to each and every individual named on any Notification it receives from Advantage Credit.
- F.) If Client opts to verbally contact consumers identified as meeting the MA criteria, Client understands, acknowledges, and agrees to abide by all laws and regulations restricting the initiation of advertising and telemarketing sales calls to consumers including, but not limited to, the Telemarketing Sales Rule, the Telephone Consumer Protection Act and its implementing regulations. Client acknowledges and understands that it shall be solely responsible for ensuring that all calls to telephone numbers on the Notification provided hereunder shall comply with such laws and regulations and that Client shall indemnify and defend Advantage Credit, its parent company, affiliates, related entities, officers, directors, employees, and agents (the "Indemnified Parties") from and against any and all claims brought against the Indemnified Parties by any third parties that in any way arise out of or relate to Client's use of Notifications. Without limiting the foregoing, Client shall implement compliance policies and procedures to best qualify for the *safe harbor* defense described in 16 C.F.R 310.4(b)(3).
- G.) Client certifies that it shall only use MA when: (i) Client intends to use the information in connection with an extension of credit to, or review of an account of, the consumer (§ 604(a)(3)(A) of the FCRA); (ii) it has a legitimate business need for the information to review the account to determine whether the consumer continue to meet the terms of the account (§ 604 (a) (3) (F) (ii) of the FCRA); or (iii) for firm offers of credit pursuant to §604(c )(1)(B) of the FCRA, and no other.
- H.) Client shall not withdraw or withhold the FOC after the consumer is identified via MA Notification and/or after the offer is made, except as permitted by the FCRA. Client shall use any such Notification for the foregoing purpose and no other purpose and will not share it with any party who is not a joint user with the Client or acting at the direction of Client (such as a mail shop or telemarketing firm).
- I.) Immediately upon selling the loan of a consumer included on a Current Loan List, Client shall notify MA of the sale, so that the consumer name can be removed from Monitoring, as the consumer no longer qualifies for the FOC waiver.
- J.) In no event shall Client further refine or net-down the Notifications provided by Advantage Credit. Each and every individual named in Notifications must receive a FOC.
- K.) Client shall maintain all records related to Notifications, including FOCs, for a period of at least five (5) years after termination of the Agreement and shall provide copies of such records and information to Advantage Credit as may be reasonably requested from time to time.



## Appendix 6

### Rescore Express

**Purpose:** To assist our mortgage-lending Clients in expediting the correction of consumer credit files at the three national consumer reporting companies (“Bureaus”) by utilizing the Rescore Express product (the “Service”). It is understood that Advantage Credit’s Client is a mortgage lender, and that Client is requesting assistance from Advantage Credit to correct consumer credit files so that a mortgage loan to Client’s borrower customer may be approved. The Service is not to be used for credit repair purposes, thus Client owners (including but not limited to one-man-shop brokers) are prohibited from utilizing the Service on themselves.

**Client Responsibilities:** Client will (a) guarantee that all items in dispute have been reviewed by the consumer prior to submission and that consumer believes that said disputes are authentic and accurate; (b) comply with all federal, state, and local laws and regulations applicable to Client’s use of the Service; (c) make no warranties or guarantees of any kind or nature to the consumer or any third-party regarding the service; (d) certify that payment of the fees associated with this Service comes from Client and neither directly nor indirectly from the consumer; (e) ensure Client users, including employees, processors, and loan officers, do not perform the Service on themselves under any circumstances but instead rely upon another individual with separate user credentials within their company to pull the Rescore for their mortgage file; and (f) ensure that in the event a Client becomes a User (“Client-User”) who has applied for a mortgage loan or refinance through another Client, and the Service is being requested or run on the Client-User by a coworker, the Service will only be done after the Client-User has already formally applied with a lender and the Client can thus provide a signed and dated letter from said lender on lender letterhead to this effect for the Client-User as well as provide a completed, signed, and dated Form 1003 to Advantage Credit and/or Bureau(s) promptly upon request, in order to remain in compliance with the FCRA and Bureau requirements and avoid potential conflict with the Credit Repair Organizations Act (“CROA”). Failure to comply with these restrictions will result at minimum in the cancellation of the Client-User’s credit report and any related Service request and may incur additional charges and/or cancellation fees.

Any Service fees and/or credit report charges incurred are the responsibility of the Client regardless of whether Client’s access to the Service or Credit Report has been removed for cause. Failure by Client to comply may also result in the involvement of Experian, Trans Union, and/or Equifax, the cancellation of Client membership with Advantage Credit, and/or the possible loss of access to any and all Bureau data from any vendor or Reseller.

**Indemnification:** Client will indemnify and hold harmless Advantage Credit and its directors, officers, employees, agents, contractors, and sources of information from and against any loss, cost, liability, and expense (including reasonable attorney’s fees), of whatever kind or nature and without limitation resulting in acts or omissions from Client, its employees or agents related to this Service or breach of any obligation under this provision by Client.

**Limitation of Liability:** Advantage Credit does not guarantee that it can process or resolve any dispute through the Service. Except as otherwise expressly provided in this Appendix, neither party guarantees nor warrants the correctness, merchantability, or fitness for a particular purpose of the information or service provided to the other. Neither Advantage Credit nor any of its officers, agents, employees, contractors, licensors, or sources of information will be liable to Client, and Client releases them for any loss or injury arising out of or caused in whole or part by acts or omissions, including negligence, in providing the Service.



## **Appendix 7**

### **CreditXpert® Licensed Software**

If Client receives CreditXpert services, the following additional terms and conditions apply:

- A. Client hereby appoints CreditXpert, Inc. ("CreditXpert") as its agent, and hereby authorizes CreditXpert to receive and use, on Client's behalf, Services that consist of consumer report products and services solely in connection with one or more of the following types of transactions in which Client is involved: (1) a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; and/or (2) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation.
- B. Client agrees the CreditXpert® license granted under this Agreement is a limited, non-exclusive, non-transferable license to remote access of Advantage Credit's licensed copy of the Licensed Software for the sole purpose of accessing one or more accounts created for the Client by Advantage Credit and generating and printing consumer-specific reports in connection with those accounts consistent with ordinary operation of the Licensed Software's functionality. CreditXpert® retains all right, title and interest in the License Software, including all copyright and other intellectual property rights.
- C. Client understands that licensed CreditXpert® software is not intended for any use in credit repair activities as described under the Credit Repair Organizations Act ("CROA"); further, client represents that it is not a Credit Repair Agency as described under CROA, and that it shall not use, offer, or provide CreditXpert® or any information derived from CreditXpert® for use in any credit repair activities described under CROA.
- D. Client shall not change, delete, or omit any information or output generated by CreditXpert® software.
- E. Client shall not alter, reverse-engineer, disassemble, or decompose the CreditXpert® Licensed Software, Information, or reports, and shall not remove any copyright or proprietary notices on any files or reports.
- F. Client understands that additional fees may be due to CreditXpert for use of its services, and any such fees will be billed by CreditXpert and are separate and distinct from the fees due to Advantage Credit related to the underlying credit report information.



## Appendix 8

### State Certifications

If Client is using Advantage Credit's services in either California or Vermont, Client will comply with the provisions of California's Consumer Credit Reporting Agencies Act and Vermont's Fair Credit Reporting Statute. Relevant excerpts are included below:

#### **California:**

Section 1785.4(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met:

(1) If prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name.

(2) If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail.

(3) If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the perspective user verifies any address change by, among other methods, contacting the person to who the extension of credit will be mailed.

In compliance with Section 1785.14(a) of the California Civil Code, End User hereby certifies to Advantage Credit as follows: (please check)

End User \_\_\_ (is) OR \_\_\_ (is not) a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale").

End User also certifies that if End User is a Retail Seller who conducts Point of Sale transactions, End User will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. End User also certifies that it will only use the appropriate End User code number designated by Advantage Credit for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller. If End User is not a Retail Seller who issues credit in Point of Sale transactions, End User agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, End User shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.



## Vermont:

### **Certification of Compliance, Vermont Fair Credit Reporting Statute ("VFCRA"), 9 V.S.A. Section 2480e and Fair Credit Reporting Rule CF 112:**

Vermont's statutes and rules differ from the FCRA and require a credit report user to obtain the consumer's consent prior to accessing a credit report. By signing this Agreement, Client has read, understands, and will comply with applicable provisions under Vermont Law. Client certifies that they will order information services relating to Vermont residents that are credit reports as defined by the VFCRA, only after having received prior consent in accordance with VFCRA sec 2480e and applicable Vermont Rules.

#### Section 2480e. Consumer Consent

- A. A person shall not obtain the credit report of a consumer unless:
  - 1. the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
  - 2. the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- B. Credit reporting agencies shall adopt reasonable procedures to ensure maximum possible compliance with subsection (a) of this section.
- C. Nothing in this section shall be construed to affect:
  - 1. The ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account;
  - 2. and (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES \*\*\* CURRENT THROUGH JUNE 1999 \*\*\*  
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL  
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION  
CHAPTER 012. Consumer Fraud—Fair Credit Reporting  
RULE CF 112 FAIR CREDIT REPORTING  
CVR 06-031-012, CF 112.03 (1999)  
CF 112.03 CONSUMER CONSENT

- A. A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- B. Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances





under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

- C. The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

By signing this Agreement Client certifies compliance with all applicable provisions of Vermont law.



## Appendix 9

### California Consumer Credit Reporting Agencies Act and Investigative Consumer Reporting Agencies Act Requirements

Client agrees to abide by all applicable state laws regarding background screening reports, including but not limited to reports that are deemed “investigative,” either with or without information related to a consumer’s credit and their creditworthiness.

Client agrees to comply with California’s Consumer Credit Reporting Agencies Act (“CCRAA”) and the Investigative Consumer Reporting Agencies Act (“ICRAA”). The CCRAA covers background reports on applicants or employees that consider credit history or other credit determinations, while the ICRAA covers a consumer report regarding information on a person’s character or reputation. Sample CCRAA and ICRAA Disclosures and Authorizations are included below in this Appendix.

California employers must give written notice to any consumer before requesting a consumer credit report for employment purposes. When doing so, employers must give the specific exception used for obtaining the report. The exceptions available to be listed in the bracketed area are available at:

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=LAB&sectionNum=1024.5](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB&sectionNum=1024.5).

To the extent the CCRAA is applicable, Client agrees that it is not obtaining a consumer credit report of an employee or job applicant without meeting an exception listed under California law at Cal. Lab. Code § 1024.5 or Cal. Civ. Code § 1785.20.5 and is not requesting or using information about an applicant or employee’s criminal history without meeting a specified exception under Cal. Lab. Code §§ 432.7-.8. Furthermore, Client agrees to comply with the statutory requirements regarding taking adverse employment action against an employee or applicant after receiving a consumer credit report as provided in Cal Civ. Code § 1785.20.

Any Client who is a California employer further agrees to adhere to the “Ban the Box” Law, which requires that an employer with five or more employees may not inquire about an applicant’s conviction history until a conditional offer of employment is made. Cal. Gov’t Code §12952(a).

Client agrees to provide a checkbox authorization separate from the ICRAA disclosure if an investigative report is prepared. Furthermore, Client will provide a copy of the investigative consumer report if the employee or applicant requests it within three business days. Cal. Civ. Code §1786.16(b)(1).

#### California Consumer Credit Reporting Agencies Act (CCRAA) Disclosure

*This Disclosure is Provided Pursuant to the  
California Consumer Credit Reporting Agencies Act*

\_\_\_\_\_, (the “Company”), pursuant to Cal. Civ. Code sections 1785.20.5 and Cal. Labor Code § 1024.5(a)([INCLUDE EXCEPTION PARAGRAPH NUMBER PER STATUTE]), may request, for lawful employment purposes, background information about you from a consumer reporting agency in connection with your employment or application for employment (including independent contractor assignments, as applicable) in the form of a consumer report. Consumer reports may be obtained at any time after receipt of your authorization and, if you are hired or engaged by the Company, throughout your employment or your contract period, as allowed by law.

Advantage Credit, Inc. is the Reseller consumer reporting agency that will prepare or assemble the reports for the Company. The address and phone number for Advantage Credit, Inc. is 303-670-7993.

The consumer report may contain information bearing on your credit worthiness, credit standing, credit capacity, and may be used or expected to be used or collected in whole or in part for the purpose of serving



as a factor in establishing your eligibility for employment, promotion, retention or for other lawful employment purposes. The types of information that may be obtained include but are not limited to: social security number verifications; address history; credit reports and history; and credit standing.

You may request more information about the nature and scope of the consumer report by contacting the Company.

**This checkbox authorization to obtain a copy of your consumer credit report is provided separately from the CCRAA Disclosure, as required by law.**

California Residents: If you would like to receive a copy of your consumer credit report, please check the box below.

☐ I would like to receive a copy of my consumer credit report.

Applicant Last Name \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

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

#### **California Consumer Credit Reporting Agencies Act (CCRAA) Authorization**

*This Authorization is Required Pursuant to the  
California Consumer Credit Reporting Agencies Act for Consumer Credit Reports*

I have carefully read and understand the California Consumer Credit Reporting Agencies Act Disclosure and Authorization forms. By my signature below, I consent to preparation of consumer credit reports by a consumer reporting agency, and to the release of such reports to \_\_\_\_\_ (the "Company") and its designated representatives and agents, for the purpose of assisting the Company in making a determination as to my eligibility for employment (including independent contractor assignments, as applicable), promotion, retention or for other lawful employment purposes. I understand that if the Company hires me or contracts for my services, my consent will apply, and the Company may, as allowed by law, obtain additional consumer reports pertaining to me, without asking for my authorization again, throughout my employment or contract period from any consumer reporting agencies.

I understand that information contained in my employment or contractor application, or otherwise disclosed by me before or during my employment or contract assignment, if any, may be used for the purpose of obtaining and evaluating consumer reports on me. I also understand that nothing herein shall be construed as an offer of employment or contract for services.

I authorize consumer reporting agencies to disclose information about me to the Company and its agents, any information about or concerning me. The information that can be disclosed to the Company and its agents includes my credit history.

By my signature below, I also certify the information I provided on and in connection with this form is true, accurate and complete. I agree that this form in original, faxed, photocopied or electronic (including electronically signed) form, will be valid for any consumer credit reports that may be requested by or on behalf of the Company.



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

Applicant Last Name \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

### **California Investigative Consumer Reporting Agencies Act (ICRAA) Disclosure**

*This Disclosure is Required Pursuant to the  
California Investigative Consumer Reporting Agencies Act  
for Investigative Consumer Reports*

\_\_\_\_\_ (the "Company") may request, for lawful employment purposes, background information about you from an investigative consumer reporting agency in connection with your employment or application for employment (including independent contractor assignments, as applicable) in the form of an investigative consumer reports. Under California law, an "investigative consumer report" is a consumer report in which information on a consumer's character, general reputation, personal characteristics, or mode of living is obtained through any means. The most common form of which is checking personal or professional references. These reports may be obtained at any time after receipt of your authorization and, if you are hired or engaged by the Company, throughout your employment or your contract period, as allowed by law.

Advantage Credit, Inc. is the investigative consumer reporting agency that will prepare or assemble the background reports for the Company. The address and phone number for Advantage Credit, Inc. is 32065 Castle Court Suite 300 Evergreen CO 80439 and 303-670-7993. The website where the consumer may find information about the investigative reporting agency's privacy practices, including whether the consumer's personal information will be sent outside the United States or its territories is [www.advcredit.com](http://www.advcredit.com).

The investigative consumer report may contain information bearing on your character, general reputation, personal characteristics, or mode of living, and may be used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing your eligibility for employment, promotion, retention or for other lawful employment purposes. The types of information that may be obtained include, but are not limited to: social security number verifications; address history; criminal records and history; public court records; driving records; accident history; worker's compensation claims; bankruptcy filings; educational history verifications (e.g., dates of attendance, degrees obtained); employment history verifications (e.g., dates of employment, reasons for termination, etc.); personal and professional references checks; professional licensing and certification checks; drug/alcohol testing results, and drug/alcohol history in violation of law and/or company policy; and other information bearing on your character, general reputation, personal characteristics, mode of living and credit standing.

This information may be obtained from private and public record sources, including, as appropriate: government agencies and courthouses; educational institutions; former employers; and personal interviews with sources such as neighbors, friends, former employers and associates; and other information sources.

The following information is provided pursuant to Cal. Civ. Code § 1786.16(a)(2)(B). An investigative consumer reporting agency must supply files and information as required under California Civil Code Section 1786.10 during normal business hours and on reasonable notice. Files maintained on a consumer must be made available for visual inspection as described below:

(1) In person, if the consumer appears in person and furnishes proper identification. A copy of such file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.



(2) By certified mail, if the consumer makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings are not liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.

(3) A summary of all information contained in files on the consumer and required to be provided by California Civil Code Section 1786.10 must be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The investigative consumer reporting agency must provide trained personnel to explain to the consumer any information furnished pursuant to California Civil Code Section 1786.10.

The investigative consumer reporting agency must provide a written explanation of any coded information contained in files maintained on the consumer. This written explanation must be distributed whenever a file is provided to the consumer for visual inspection.

The consumer is permitted to be accompanied by one other person of the consumer's choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

Under California Civil Code Section 1786.10, the following must be made available to the consumer by the investigative consumer reporting agency:

All items of information, except that the sources of information, other than public records and records from databases available for sale, acquired solely for use in preparing an investigative consumer report and actually used for no other purpose need not be disclosed.

The recipients of any investigative consumer report on the consumer that the investigative consumer reporting agency has furnished for either of the following purposes:

(1) For employment or insurance purposes within the three-year period preceding the request.

(2) For any other purpose within the three-year period preceding the request.

The identification of such a recipient must include the name of the recipient or, if applicable, the trade name (written in full) under which the recipient conducts business and, upon request of the consumer, the address and telephone number of the recipient.

The dates, original payees, and amounts of any checks or charges upon which is based any adverse characterization of the consumer, included in the file at the time of the disclosure.

**This checkbox authorization to obtain a copy of your investigative consumer credit report is provided separately from the ICRAA Disclosure.**



California Residents: If you would like to receive a copy of your investigative consumer report, please check the box below.

☐ I would like to receive a copy of my investigative consumer report.

Applicant Last Name \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

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

### **California Investigative Consumer Reporting Agencies Act (ICRAA) Authorization**

This Authorization is Required Pursuant to the  
California Investigative Consumer Reporting Agencies Act  
for Investigative Consumer Reports

I have carefully read and understand the Disclosure and Authorization forms and the attached summary of rights under the Fair Credit Reporting Act. By my signature below, I consent to preparation of investigative consumer reports by a consumer reporting agency, and to the release of such background reports to the Company and its designated representatives and agents, for the purpose of assisting the Company in making a determination as to my eligibility for employment (including independent contractor assignments, as applicable), promotion, retention or for other lawful employment purposes. I understand that if the Company hires me or contracts for my services, my consent will apply, and the Company may, as allowed by law, obtain additional investigative consumer reports pertaining to me, without asking for my authorization again, throughout my employment or contract period from any consumer reporting agencies.

I understand that information contained in my employment or contractor application, or otherwise disclosed by me before or during my employment or contract assignment, if any, may be used for the purpose of obtaining and evaluating investigative consumer reports on me. I also understand that nothing herein shall be construed as an offer of employment or contract for services.

I authorize all of the following, without limitation, to disclose information about me to the consumer reporting agency and its agents: law enforcement and all other federal, state and local agencies, learning institutions (including public and private schools, colleges and universities), testing agencies, information service bureaus, credit bureaus, record/data repositories, courts (federal, state and local), motor vehicle records agencies, my past or present employers, the military, and all other individuals and sources with any information about or concerning me. The information that can be disclosed to the consumer reporting agency and its agents includes, but is not limited to, information concerning my employment and earnings history, education, credit history, motor vehicle history, criminal history, military service, professional credentials and licenses.

By my signature below, I also certify the information I provided on and in connection with this form is true, accurate and complete. I agree that this form in original, faxed, photocopied or electronic (including electronically signed) form, will be valid for any investigative consumer reports that may be requested by or on behalf of the Company.

Applicant Last Name \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

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



## Appendix 10

### Notices to Users

**All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).**

#### **NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

Client acknowledges, understands and agrees to comply with the FCRA and all applicable regulations. The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

#### **I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

##### **A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. [Section 604\(a\)\(3\)\(A\)](#)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. [Sections 604\(a\)\(3\)\(B\) and 604\(b\)](#)
- For the underwriting of insurance as a result of an application from a consumer. [Section 604\(a\)\(3\)\(C\)](#)
- When there is a legitimate business need, in connection with a business transaction that is [initiated](#) by the consumer. [Section 604\(a\)\(3\)\(F\)\(i\)](#)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. [Section 604\(a\)\(3\)\(F\)\(ii\)](#)





- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604 (a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

### **B. Users Must Provide Certification**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency ("CRA") unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

### **C. Users Must Notify Consumers When Adverse Actions are Taken**

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

#### **1. Adverse Actions Based on Information Obtained from a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

#### **2. Adverse Actions Based on Information Obtained from Third parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied



upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

### **3. Adverse Actions Based on Information Obtained from Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

#### **D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

#### **E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

#### **F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

## **II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

## **III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**



#### **A. Employment Other Than in the Trucking Industry**

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

#### **B. Employment in the Trucking Industry**

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

### **IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED**

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.



- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

## **V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state, or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

## **VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

## **VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.



In addition, Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

## **VIII. OBLIGATIONS OF RESELLERS**

### **A. Disclosure and Certification Requirements**

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) The identity of all end-users;
  - (2) Certifications from all users of each purpose for which reports will be used; and
  - (3) Certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

### **B. Reinvestigations by Resellers**

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

### **C. Fraud Alerts and Resellers**

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

## **IX. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA.

**Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:**

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c



Section 605A	15 U.S.C. 1681cA
Section 605B	15 U.S.C. 1681cB
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y



## A Summary of Your Rights Under the Fair Credit Reporting Act

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- I. **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- II. **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - A. A person has taken adverse action against you because of information in your credit report;
  - B. You are the victim of identity theft and place a fraud alert in your file;
  - C. Your file contains inaccurate information as a result of fraud;
  - D. You are on public assistance;
  - E. You are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- III. **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- IV. **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- V. **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- VI. **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.





- VII. **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- VIII. **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- IX. **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- X. The following FCRA right applies with respect to nationwide consumer reporting agencies:

#### CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- XI. **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- XII. **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you, the consumer, may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**



TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement &amp; Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>



8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357



## CFPB Resource: Remediating the Effects of Identity Theft

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

You are receiving this information because you have been notified a consumer reporting company that you believe that you are a victim of identity theft. Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or to get a loan in your name. For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

1. **You have the right to ask that nationwide consumer reporting companies place “fraud alerts” in your file to let potential creditors and others know that you may be a victim of identity theft.** A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as the agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.
  - Equifax: 1-800-525-6285; [www.equifax.com](http://www.equifax.com)
  - Experian: 1-888-397-3742; [www.experian.com](http://www.experian.com)
  - TransUnion: 1-800-680-7289; [www.transunion.com](http://www.transunion.com)

An initial fraud alert stays in your file for at least 90 days. An extended alert stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an extended alert, you will also have to provide an identity theft report. An identity theft report includes a copy of a report you have filed with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit. For more detailed information about the identity theft report, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

2. **You have the right to free copies of the information in your file (your “file disclosure”).** An initial fraud alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an extended alert entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also have the ability to obtain additional free file disclosures under other provisions of the FCRA. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
3. **You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information.** A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It also may specify an address for you to send your request. Under certain circumstances, a business can refuse to provide you with these documents. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).



4. **You have the right to obtain information from a debt collector.** If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief - like the name of the creditor and the amount of the debt.
5. **If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file.** An identity thief may run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identify the information to block, and provide the consumer reporting agency with proof of your identity and a copy of your identity theft report. The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.
6. **You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe the information is a result of identity theft.** To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an identity theft report.
7. The following FCRA right applies with respect to nationwide consumer reporting agencies:

#### CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

**You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.** The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

To learn more about identity theft and how to deal with its consequences, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), or write to the Consumer Financial Protection Bureau. You may have additional rights under state law. For more information, contact your local consumer protection agency or your state Attorney General.

In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has many other important consumer protections. They are described in more detail at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).



## Appendix 11

### Equifax Requirements

Client, in order to receive consumer credit information from Equifax Information Services, LLC ("Equifax"), through Advantage Credit agrees to comply with the following conditions required by Equifax, which may be in addition to those outlined in the Agreement. Client understands and agrees that Equifax's delivery of information to Client via Advantage Credit is specifically conditioned upon Client's agreement with the provisions set forth in this Agreement. Client understands and agrees that these requirements pertain to all of its employees, managers, and owners, and that all persons having access to Equifax consumer credit information, whether existing or future employees, will be trained to understand and comply with these obligations.

1. Client hereby agrees to comply with all current and future policies and procedures instituted by Advantage Credit and required by Equifax. Advantage Credit will give Client as much notice as possible prior to the effective date of any such new policies required in the future but does not guarantee that reasonable notice will be possible. When more than ten days exist between notice and the effective date of the policy change, Client must follow Section 5' of the Agreement's termination provisions. In exceptional cases where such policy changes are implemented without notice, Client may terminate this Agreement without prior notice.
2. Client certifies that it will order and use Limited-ID or Limited DTEC reports in connection with only one of the following purposes involving the subject of the report and for no other purpose: (a) to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability; (b) for required institutional risk control or for resolving consumer disputes or inquiries; (c) due to holding a legal or beneficial interest relating to the consumer; (d) as necessary to effect, administer, or enforce a transaction to underwrite insurance at the consumer's request, for reinsurance purposes, or for the following purposes related to the consumer's insurance: account administration, reporting, investigation fraud prevention, premium payment processing, claim processing, benefit administration or research projects; (e) to persons acting in a fiduciary or representative capacity on behalf of, and with the consent of, the consumer or (f) as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, including location for collection of a delinquent account.
3. Subscriber, if a government agency, certifies it will order and use Limited-ID or Limited DTEC in connection with the following purposes involving the subject and for no other purpose: pursuant to Section 608 or for an investigation on a matter related to public safety. Client further certifies that it will, with each Limited ID or Limited DTEC inquiry, include the Exception Code required by Equifax that identifies the use for which Client is ordering the information, and that because Limited ID and Limited DTEC reports are not consumer reports Client will not order or use Limited ID or Limited DTEC reports, in whole or in part, to determine eligibility for credit, insurance, or for any other permissible purpose, as defined by the FCRA, for which a consumer reporting agency is permitted to furnish a consumer report.
4. Equifax may periodically conduct audits of Client regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Subscribers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports. Client gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Client's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement. If Equifax terminates this Agreement due to the conditions in the preceding sentence, Subscriber (i) unconditionally releases and agrees to hold EQUIFAX harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such



termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against Equifax in connection with such termination.

5. Client certifies that it is not a reseller of the information, a private detective, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of an apartment, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Equifax.
6. Client agrees that Equifax shall have the right to audit records of Client that are relevant to the provision of services set forth in this Agreement. Client authorizes Advantage Credit to provide to Equifax, upon Equifax's request, all materials and information relating to its investigations of Client and agrees that it will respond within the requested time frame indicated for information requested by Equifax regarding Equifax information. Client understands that Equifax may require Advantage Credit to suspend or terminate access to Equifax's information in the event Client does not cooperate with any such an investigation. Client shall remain responsible for the payment for any services provided to Client prior to any such discontinuance.
7. Equifax information will be requested only for Client's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Client agrees that Equifax information will not be forwarded or shared with any third party unless required by law or approved by Equifax. If approved by Equifax and authorized by the consumer, Client may deliver the consumer credit information to a third party, secondary, or joint user with which Client has an ongoing business relationship for the permissible use of such information. Client understands that Equifax may charge a fee for the subsequent delivery to secondary users. Only designated representatives of Client will request Equifax information on Client's employees, and employees will be forbidden to obtain reports on themselves, associates or any other persons except in the exercise of their official duties. Client will not disclose Equifax information to the subject of the report except as permitted or required by law but will refer the subject to Equifax. Client will hold Equifax and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of Equifax information by Client, its employees or agents contrary to the conditions of this paragraph or applicable law.
8. Client understands that it must meet the following criteria: (a) the Client company name, including any DBAs, and the address on the Client Application ("Application") and Agreement must match; (b) the telephone listing must be verified in the same company name and address that was provided on the Application and Agreement; (c) a copy of the current lease of the business must be reviewed by Advantage Credit to confirm the Client is at the same address that is shown on the Application and Agreement, and the following pages of the lease must be reviewed for verification: the signature page; the address page; the terms of the lease page; landlord name, and landlord contact information; (d) a copy of the principal's driver's license is required to verify the principal's identity; (e) a current business license must be supplied, and reflect the same name and at the same address provided on the Application and Agreement. (Contact Advantage Credit for valid substitutions when a license is not required by the state), and (f) an on-site inspection of the office is to be conducted by an Equifax certified company. Note that (c) and (d) are not required if the Client is publicly traded on a nationally recognized stock exchange.
9. Client will be charged for Equifax consumer credit information by Advantage Credit, which is responsible for paying Equifax for such information; however, should the underlying relationship between Advantage Credit and Client terminate at any time during this agreement, charges for





Equifax consumer credit information will be invoiced to Client, and Client will be solely responsible to pay Equifax directly.

10. Client agrees that it will properly dispose of all consumer information in accordance with the following. As used herein, "consumer information" means any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data. "Dispose," "disposing," or "disposal" means: (1) the discarding or abandonment of consumer information, or (2) the sale, donation, or transfer of any medium, including computer equipment, upon which consumer information is stored. A Subscriber who maintains consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. Reasonable measures include (1) implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed; (2) implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed; and (3) after due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as consumer information, in a manner consistent with the above.
11. Client agrees to hold harmless Equifax and its directors, officers, employees, agents, successors and assigns, from and against any and all liabilities, claims, losses, demands, actions, causes of action, damages, expenses (including, without limitation, attorney's fees and costs of litigation), or liability, arising from or in any manner related to any allegation, claim, demand or suit, whether or not meritorious, brought or asserted by any third party arising out of or resulting from any actual or alleged negligence or intentional act of Client, whether or not any negligence of Equifax is alleged to have been contributory thereto, the failure of Client to duly and fully perform its obligations under this Agreement, the denial of service to Client by Equifax, the misuse or improper access to Equifax consumer credit information by Client or the failure of Client to comply with applicable laws or Client regulations. Client further understands and agrees that the accuracy of any consumer credit information is not guaranteed by Equifax and releases Equifax from liability for any loss, cost, expense or damage, including attorney's fees, suffered by Client resulting directly or indirectly from its use of consumer credit information from Equifax.
12. EQUIFAX MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RESPECTING ACROPAC OR ANY OTHER MACHINERY, EQUIPMENT, MATERIALS, PROGRAMMING AIDS OR OTHER ITEMS UTILIZED BY CLIENT IN CONNECTION WITH OR RELATED TO, OR RESPECTING THE ACCURACY OF, ANY EQUIFAX CREDIT INFORMATION FURNISHED BY EQUIFAX TO ANY SUBSCRIBER.
13. Permitted Territory for access, use, and storage of information shall include locations within the territorial bounds of the United States, United States territories, and in limited circumstances *and only with advance identification by Client of and request for and subsequent approval from Advantage Credit in writing*, within Canada and India, (each an "Approved Location"). Equifax's and/or Advantage Credit's approval of any of Client's access to Equifax Information from the Approved Location does not constitute and is not deemed to constitute the assumption by Equifax and/or Advantage Credit of any responsibility or liability for compliance by the Client with any contractual, legal, or regulatory requirements, rules, or terms. With respect to access and use of Equifax Information from the Approved Location, Client shall ensure the safety, security, and integrity of the Equifax Information, the security and integrity of all physical, technical, and administrative systems used by Client in connection with accessing Equifax Information, and is



responsible for any breach of that security, as specified in this Agreement. Equifax may suspend or terminate Client's access to the Equifax Information from the Approved Location at any time if Equifax has reason to believe Client has violated the terms of this Agreement or any legal or regulatory requirements, rules or terms.

To the extent local laws in the Approved Location require Client to implement information security or privacy measures with regard to the Equifax Information in excess of what is required in this Agreement, including any prohibitions or restrictions on further transfer of the Equifax Information, Client will comply with such applicable local laws.



## Appendix 12

### Additional Equifax Information Services

This Appendix supplements the Agreement under which Client receives, as part of its service from Advantage Credit, consumer credit report information available from Equifax Information Services LLC ("Equifax"). This Appendix contains additional information services available from Equifax, described below, that may be provided to Client subject to the terms and conditions of the Agreement, and additional terms and conditions that apply to such additional information services. Client's authorized representative must place his or her initials by each service listed below that Client desires to receive. Client agrees to abide by the additional terms and conditions that apply to the following service:

- FICO Score V5 (formerly BEACON 5.0)
  - Pinnacle SM
  - SafeScan ®
  - PERSONA®
  - The Work Number ("TWN")
1. **FICO Score V5SM** is a consumer report credit scoring service based on a model developed by Fair, Isaac, and Equifax that ranks consumers in the Equifax consumer credit database relative to other consumers in the database with respect to the likelihood of those consumers paying their accounts as agreed ("Score").
  2. **Pinnacle SM** is a credit scoring algorithm developed by Fair, Isaac and Equifax that evaluates the likelihood that consumers will pay their existing and future credit obligations, as agreed, based on the computerized consumer credit information in the Equifax consumer reporting database.
    - (a) **Disclosure of Scores.** Client will hold all information received from Equifax in connection with any Score received from Equifax under this Agreement in strict confidence and will not disclose that information to the consumer or to others except in accord with the following sentence or as required or permitted by law. Client may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Client's adverse action against the subject consumer. Client must describe the principal factors in a manner which complies with Regulation B of the ECOA.
    - (b) **ECOA Statements.** Equifax reasonably believes that, subject to validation by Client on its own records, (1) the scoring algorithms used in the computation of the Score are empirically derived from consumer credit information from Equifax's consumer credit reporting database, and are demonstrably and statistically sound methods of rank ordering candidate records from the Equifax consumer credit database for the purposes for which the Score was designed particularly, and it is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system" as defined in Regulation B, with the understanding that the term "empirically derived, demonstrably and statistically sound," is defined only in a general manner by Regulation B, and has not been the subject of any significant interpretation; and (2) the scoring algorithms comprising the Score, except as permitted, do not use a "prohibited basis," as such phrase is defined in Regulation B. Client must validate the Score on its own records. Client will be responsible for meeting its requirements under the ECOA and Regulation B.



- (c) Release. Equifax does not guarantee the predictive value of the Score with respect to any individual and does not intend to characterize any individual as to credit capability. Neither Equifax nor its directors, officers, employees, agents, subsidiary and affiliated companies, or any third-party contractors, licensors, or suppliers of Equifax will be liable to Client for any damages, losses, costs, or expenses incurred by Client resulting from any failure of a Score to accurately predict the credit worthiness of Client's applicants or customers. In the event the Score is not correctly applied by Equifax to any credit file, Equifax's sole responsibility will be to reprocess the credit file through the score at no additional charge.
- (d) Audit of Models. Client may audit a sample of the Scores and principal factors and compare them to the anonymous underlying credit reports in accordance with Equifax's audit procedures. If the Scores and principal reasons are not substantiated by the credit files provided for the audit, Equifax will review programming of the model and make corrections as necessary until the Scores and principal reasons are substantiated by the audit sample credit reports. After that review and approval, Client will be deemed to have accepted the resulting Score and principal factors delivered. It is Client's sole responsibility to validate all scoring models on its own records and performance.
- (e) Confidentiality. Client will hold all Scores received from Equifax under this Agreement in strict confidence and will not disclose any Score to the consumer or to others except as required or permitted by law. Client may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Client's adverse action against the subject consumer. Client must describe the principal factors in a manner which complies with Regulation B of the ECOA.

Further, Client acknowledges that the Score and factors are proprietary and that, except for (a) disclosure to the subject consumer if Client has taken adverse action against such consumer based in whole or in part on the consumer report with which the Score was delivered or (b) as required by law, Client will not provide the Score to any other party without Equifax's and Fair, Isaac's prior written consent.

- (f) Limited Liability. The combined liability of Equifax and Fair, Isaac arising from any particular Score provided by Equifax and Fair, Isaac shall be limited to the aggregate amount of money received by Equifax from Client with respect to that particular Score during the preceding twelve (12) months prior to the date of the event that gave rise to the cause of action.
  - (g) Adverse Action. Client shall not use a Score as the basis for an "Adverse Action" as defined by the Equal Credit Opportunity Act or Regulation B, unless score factor codes have been delivered to Client along with the Score.
3. **SAFESCAN®** is an on-line warning system containing information that can be used to detect possible fraudulent applications for credit. Some of the information in the SAFESCAN database is provided by credit grantors. SAFESCAN is a registered trademark of Equifax.

Permitted use. SAFESCAN is not based on information in Equifax's consumer reporting database and is not intended to be used as a consumer report. Client will not use a SAFESCAN alert or warning message in its decision-making process for denying credit or any other FCRA permissible purpose but will use the message as an indication that the consumer's application information should be independently verified prior to a credit or other decision. Client understands that the information supplied by SAFESCAN may or may not apply to the consumer about whom Client has inquired.

4. **PERSONA® and PERSONA PLUS®** are consumer reports from the Equifax consumer credit database consisting of limited identification information, credit file inquiries, public record information, credit account trade lines, and employment information.



**FCPI Certification.** Client will notify Equifax whenever a consumer report will be used for employment purposes. Client certifies that, before ordering each consumer report to be used in connection with employment purposes, it will clearly and conspicuously disclose to the subject consumer, in a written document consisting solely of the disclosure, that Client may obtain a consumer report for employment purposes and will also obtain the consumer's written authorization to obtain or procure a consumer report relating to that consumer. Client further certifies that it will not take adverse action against the consumer based in whole or in part upon the consumer report without first providing to the consumer to whom the consumer report relates a copy of the consumer report and a written description of the consumer's rights as prescribed by the Federal Trade Commission ("FTC") under Section 609(c)(3) of the FCRA, and will also not use any information from the consumer report in violation of any applicable federal or state equal employment opportunity law or regulation. Client acknowledges that it has received from Equifax a copy of the written disclosure form prescribed by the FTC.

5. **The Work Number.** Prior to Client requesting access to income information with The Work Number (TWN), Client will obtain consumer's consent to obtain/receive their income information. This may be done within the same consumer consent/borrower authorization form to pull credit reports or with a separate form but must be documented as consent specifically having been obtained for this purpose 'to obtain/receive income information'. Client must retain consumer's consent for no less than 25 months and must provide it to Advantage Credit promptly upon request.



## Appendix 13

### Equifax Mortgage Pre-Approval Terms and Conditions

Any provision of Mortgage Pre-Approval Services by CRA to a Qualified Subscriber shall be subject to the terms and conditions of the Agreement for Service between Client ('Qualified Subscriber') and Advantage Credit ("CRA") that governs the provision of Equifax Credit Information (the "**Agreement for Service**") and the additional mortgage pre-approval terms and conditions set forth below (the "**Mortgage Pre-Approval Terms and Conditions**"). These Mortgage Pre-Approval Terms and Conditions are hereby incorporated into the Agreement for Service between Qualified Subscriber and CRA and shall be binding on the parties.

1. Scope. These Mortgage Pre-Approval Terms and Conditions establish the terms and conditions pursuant to which CRA may provide the Mortgage Pre-Approval Services to Qualified Subscriber as described herein.

2. Definitions. All capitalized terms used but not defined herein shall have the meanings given them in the Agreement for Service. In addition to the definitions set forth elsewhere in these Mortgage Pre-Approval Terms and Conditions, the following terms have the meanings set forth below:

(a) "**Consumer**" means an individual who resides in the United States and requests a mortgage pre-approval from Qualified Subscriber.

(b) "**Consumer Subject**" means the Consumer who is the subject of the Mortgage Pre-Approval Information.

(c) "**Mortgage Pre-Approval Evaluation**" means Qualified Subscriber's review of consumer credit Information related to a Consumer Subject, together with verified information (such as income, employment, assets or appraisals) in connection with a consumer application or initiated transaction to determine the amount of the mortgage loan. For the avoidance of doubt, a Mortgage Pre-Approval Evaluation shall not include an evaluation in connection with a Mortgage Pre-Qualification or a mortgage origination.

(d) "**Mortgage Pre-Approval Information**" means the Equifax Credit Information provided to Qualified Subscriber from the Mortgage Pre-Approval Services, and includes any Scores.

(e) "**Mortgage Pre-Approval Services**" are services that consist of the provision of Equifax Credit Information to a Qualified Subscriber in connection with a Mortgage Pre-Approval Evaluation, subject to the Mortgage Pre-Approval Terms and Conditions.

(f) "**Mortgage Pre-Qualification**" means Qualified Subscriber's review of the consumer credit information related to a Consumer Subject seeking pre-qualification, together with any Consumer-stated information (such as income, employment and assets), and screening such Consumer Subject against Qualified Subscriber's selected criteria for purposes of gaining a preliminary view of the Consumer's credit worthiness and pre-qualifying the Consumer Subject for a potential relationship involving the extension of credit to the Consumer Subject in the form of a mortgage loan. For the avoidance of doubt, a Mortgage Pre-Qualification Evaluation shall not include an evaluation in connection with a mortgage Pre-Approval Evaluation or a mortgage application or origination.

(g) "**Scores**" means the credit risk scores provided to Qualified Subscriber from the Mortgage Pre-Approval Services.



(h) **“Undisclosed Debt Monitoring Service”** means the Service that monitors certain specified credit behaviors of the Consumer Subject that has a pending/open Mortgage Pre-Approval Evaluation based on information and changes in the Consumer Subject’s credit files with one or more consumer reporting agencies.

3. License. Subject to Qualified Subscriber’s compliance with the terms of the Agreement for Service (including these additional Mortgage Pre-Approval Terms and Conditions), and solely during the license term set forth in the Agreement for Service or the applicable ordering document, CRA grants to Qualified Subscriber and Qualified Subscriber receives a non-transferrable, non-exclusive, revocable license to use the Mortgage Pre-Approval Information within the Permitted Territory solely for the Permitted Use set forth below and not for any other purpose.

4. Permitted Use. Qualified Subscriber will only use the Mortgage Pre-Approval Information in accordance with the Agreement for Service (including these additional Mortgage Pre-Approval Terms and Conditions) and for the following use and no other use (the **“Permitted Use”**):

Qualified Subscriber acknowledges that Mortgage Pre-Approval Information consists of consumer reports as defined by the FCRA. Qualified Subscriber certifies that it will use the Mortgage Pre-Approval Information only (a) in connection with a Mortgage Pre-Approval Evaluation, (b) in accordance with the FCRA and all state law FCRA counterparts, (c) in connection with a mortgage credit pre-approval transaction that is initiated by the Consumer Subject, and (d) solely for a single use and for no other purpose.

5. Qualified Subscriber Representations. Qualified Subscriber covenants, represents and warrants that:

(a) Qualified Subscriber shall (i) use the Mortgage Pre-Approval Information exclusively within Qualified Subscriber’s own organization for the Permitted Use and for no other purpose, including credit decisioning purposes, and (ii) use and ensure that any permitted agents of Qualified Subscriber access and use Mortgage Pre-Approval Information in accordance with the terms of the Agreement for Service (including these additional Mortgage Pre-Approval Terms and Conditions).

(b) Qualified Subscriber shall use the Mortgage Pre-Approval Information in a manner that (i) complies with all applicable federal, state and local laws, rules, regulations and ordinances, including those governing privacy, data protection, fair information practices, public records, marketing to consumers and consumers’ rights to privacy; (ii) does not, in any way or for any purpose, infringe any third party’s intellectual or proprietary rights, including but not limited to, copyright, patent, trademark, or trade secret; and (iii) is not defamatory, libelous, harmful to minors, obscene, pornographic, unlawfully threatening or unlawfully harassing. Qualified Subscriber is solely responsible for all results of its or its employees and permitted agents use of the Mortgage Pre-Approval Information.

(c) Qualified Subscriber shall establish strict procedures so that Qualified Subscriber’s employees and permitted agents do not access Mortgage Pre-Approval Information except as set forth in the Agreement for Service (including these additional Mortgage Pre-Approval Terms and Conditions) and shall comply with all CRA and/or Equifax policies and procedures CRA or Equifax makes known to Qualified Subscriber from time to time regarding the Mortgage Pre-Approval Services.

(d) Qualified Subscriber shall not merge or combine the Mortgage Pre-Approval Information with information or data from any other source. Qualified Subscriber’s use of Mortgage Pre-Approval Information in combination with any other Equifax Information Services or ancillary products, including Undisclosed Debt Monitoring, or with CreditXpert or Rapid Resolve/Rescore, shall be subject to the terms of the Agreement for Service, and shall not be used for final underwriting of the mortgage loan. Qualified Subscriber shall only be permitted to reissue the Mortgage Pre-Approval Information to Government Sponsored Entities and lenders adhering to mortgage reissue policies, where secondary use may apply.





(e) Qualified Subscriber shall hold all Mortgage Pre-Approval Information licensed under these Mortgage Pre-Approval Terms and Conditions in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever to others except Consumer Subjects to the extent expressly permitted under Section 8 of these Mortgage Pre-Approval Terms and Conditions or as otherwise expressly required by law.

(f) Qualified Subscriber shall not reuse Mortgage Pre-Approval Information in any manner, including with respect to any additional transactions or additional Mortgage Pre-Approval Evaluations or other evaluations for the Consumer Subject. Consistent with the preceding sentence, Qualified Subscriber shall not use the Mortgage Pre-Approval Information in connection with any Mortgage Pre-Qualification, mortgage origination, or any final mortgage underwriting decision related thereto.

(g) If Qualified Subscriber provides Consumer Subjects with access to its mortgage pre-approvals via the Internet, Qualified Subscriber shall adopt, publish, maintain and adhere to a privacy policy and upon request, provide CRA and/or Equifax with a copy of Qualified Subscriber's privacy policy.

(h) Except as expressly permitted in these Mortgage Pre-Approval Terms and Conditions, Qualified Subscriber shall not: (i) sell, convey, license, sublicense, copy, commingle, archive, reproduce, display, publish, disclose, distribute, disseminate, transfer, use or otherwise make available the Mortgage Pre-Approval Information, or any portion thereof, to another in any manner or by any means; (ii) reverse engineer, decompile, modify in any manner or create derivative works from the Mortgage Pre-Approval Information; (iii) interface or connect to the Mortgage Pre-Approval Services with any other computer software or system; or (iv) export nor permit the export of the Mortgage Pre-Approval Information outside of the Permitted Territory.

6. Storage. Qualified Subscriber may maintain, copy, capture or otherwise retain the Mortgage Pre-Approval Information for one hundred and twenty (120) days only ("**Storage Period**"); provided that (a) Qualified Subscriber will only use the Mortgage Pre-Approval Information for the Permitted Use expressly permitted in these Mortgage Pre-Approval Terms and Conditions; (b) Qualified Subscriber must physically and logically segregate Mortgage Pre-Approval Information from other consumer reporting agency information; and (c) Qualified Subscriber must have a formal process for expunging Mortgage Pre-Approval Information after one hundred and twenty (120) days. CRA and/or Equifax, reserves the right to review and approve the technical implementation for Qualified Subscriber's access to the Mortgage Pre-Approval Information. After the expiration of the Storage Period, Qualified Subscriber will not maintain, copy, capture or otherwise retain in any manner any Mortgage Pre-Approval Information.

7. Consumer Authentication. Qualified Subscriber will assess information that helps identify whether each Consumer who requests a Mortgage Pre-Approval Evaluation from Qualified Subscriber is the Consumer Subject of the Mortgage Pre-Approval Information.

8. Disclosing Mortgage Pre-Approval Information to Consumer Subjects. Qualified Subscriber will not provide the Mortgage Pre-Approval Information to the Consumer Subject unless expressly required by law or approved in writing by Equifax. In the event that Qualified Subscriber discloses the Mortgage Pre-Approval Information to the Consumer Subject, Qualified Subscriber shall transmit such information only to the Consumer Subject for which the information pertains, accurately and in its entirety, and include the date the information was last checked or revised by Equifax and the full name and mailing address of the Equifax office identified by Equifax as providing the information. In the event that the Consumer Subject does not qualify for the mortgage pre-approval for which such Consumer Subject applies or otherwise requests the Mortgage Pre-Approval Evaluation, Qualified Subscriber will comply with all applicable laws and regulations requiring adverse action notification to the Consumer Subject (including the provisions of the FCRA, ECOA, all state law counterparts of them, and all applicable regulations promulgated under any of them).



9. No Unauthorized Representations. Qualified Subscriber will make no representations or warranties on behalf of Equifax or relating to the Mortgage Pre-Approval Information except as authorized in writing by Equifax. Upon request, Qualified Subscriber will provide its terms and conditions of use applicable to mortgage pre-approvals to Equifax for review.
10. Consumer Handling. Qualified Subscriber will refer all Consumers who have questions or disputes Mortgage Pre-Approval Information to Equifax. In no case will Qualified Subscriber attempt to or hold itself out to the Consumer or to the public as being able to handle disputes on behalf of Equifax or to reinvestigate Equifax Information.
11. Promotion and Training. Prior to its publication and release, Equifax must review and approve all Qualified Subscriber-created advertising, marketing and promotional material that describes the Mortgage Pre-Approval Information or which refers to the nature or capabilities of Equifax or otherwise mentions or refers to Equifax by name. Equifax will be provided a minimum of twenty (20) business days in which to review such material including any changes thereto.
12. Audit. In addition to any audit or review rights set forth in the Agreement for Service, Equifax may review and audit Qualified Subscriber's access to and use of the Mortgage Pre-Approval Services. Such audit rights include, without limitation, the right to review and audit Qualified Subscriber's terms and conditions of use applicable to mortgage pre-approvals. In connection with any audits hereunder, Equifax shall have the right, from time to time, to: (a) upon reasonable notice to Qualified Subscriber, enter into Qualified Subscriber's facilities during normal business hours and conduct on-site audits of Qualified Subscriber's compliance with the terms hereunder; and (b) conduct audits by mail, email or similar electronic means that may require Qualified Subscriber to provide documentation regarding compliance with the terms hereunder. Qualified Subscriber gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Qualified Subscriber's material breach of these Mortgage Pre-Approval Terms and Conditions, constitute grounds for immediate suspension of service or termination of these Mortgage Pre-Approval Terms and Conditions.



## Appendix 14

### Experian Requirements

Client, in order to receive consumer credit information from Experian Information Solutions, Inc, agrees to comply with the following conditions required by Experian, which may be in addition to those outlined in the Agreement, of which these conditions are made a part. Client understands and agrees that Experian's delivery of information to Client via Advantage Credit is specifically conditioned upon Client's agreement with the provisions set forth in this Agreement. Client understands and agrees that these requirements pertain to all of its employees, managers and owners and that all persons having access to Experian credit information, whether existing or future employees, will be trained to understand and comply with these obligations.

1. Client hereby agrees to comply with all current and future policies and procedures instituted by Advantage Credit and required by Experian. Advantage Credit will give Client as much notice as possible prior to the effective date of any such new policies required in the future but does not guarantee that reasonable notice will be possible. Client may terminate this agreement at any time after notification of a change in policy in the event Client deems such compliance as not within its best interest.
2. Client agrees that Experian shall have the right to audit records of Client that are relevant to the provision of services set forth in this Agreement and to verify, through audit or otherwise, that Client is in compliance with applicable law and the provisions of this Agreement and is fact the end user of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity. Client authorizes Advantage Credit to provide to Experian, upon Experian's request, all materials and information relating to its investigations of Client. Client further agrees that it will respond within the requested time frame indicated for information requested by Experian regarding Experian consumer credit information. Client understands that Experian may require Advantage Credit to suspend or terminate access to Experian information in the event Client does not cooperate with any such an investigation or in the event Client is not in compliance with applicable law or this Agreement. Client shall remain responsible for the payment for any services provided to Client by Advantage Credit prior to any such discontinuance.
3. Client certifies that it is not a reseller of the information, a private detective agency, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, asset location service, a company engaged in selling future services (health clubs, etc.), news agency, business that operates out of an apartment or a residence, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Experian.
4. Client agrees that it will maintain proper access security procedures consistent with industry standards and that if a data breach occurs or is suspected to have occurred in which Experian information is compromised or is potentially compromised, Client will take the following action:
  - a. Client will notify Advantage Credit within 24 hours of a discovery of a breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person. Further, Client will actively



cooperate with and participate in any investigation conducted by Advantage Credit or Experian that results from Client's breach of Experian consumer credit information.

- b. In the event that Experian determines that the breach was within the control of Client, Client will provide notification to affected consumers that their personally sensitive information has been or may have been compromised. Experian will have control over the nature and timing of the consumer correspondence related to the breach when Experian information is involved.
  - c. In such event, Client will provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one (1) year, in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft, from at least one (1) national consumer credit reporting bureau.
  - d. Client understands and agrees that if the root cause of the breach is determined by Experian to be under the control of the Client (i.e., employee fraud, misconduct or abuse; access by an unqualified or improperly qualified user; improperly secured website, etc.), Client may be assessed an expense recovery fee.
5. Client understands that if a change of control or ownership should occur, the new owner of the Client business must be re-credentialed as a permissible and authorized Client of Experian products and services. A third party physical inspection at the new address will be required if Client changes location.
6. If Client is an authorized residential Client the following additional requirements and documentation must be supplied: (a) Experian must be notified for tracking and monitoring purposes; (b) Client must maintain a separate business phone line listed in the name of the business; (c) a separate subscriber code for Client must be maintained for compliance monitoring; and (d) an annual physical inspection of the office is required by Experian, for which a reasonable fee may be required.
7. Client agrees to hold harmless Experian and its agents from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable attorney's fees, which may be asserted against or incurred by Experian, arising out of or resulting from the use, disclosure, sale or transfer of the consumer credit information by Client, or Client's breach of this Agreement. Client further understands and agrees that the accuracy of any consumer credit information is not guaranteed by Experian and releases Experian and its agents from liability for any loss, cost, expense or damage, including attorney's fees, suffered by Client resulting directly or indirectly from its use of consumer credit information from Experian.
8. Client acknowledges that many products and services containing information provided by Experian information may also contain information from the Death Master File as issued by the Social Security Administration ("DMF"). Client certifies pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 that, consistent with its applicable FCRA or GLB use of Experian information, the Client's use of deceased flags or other indicia within the information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules, regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R § 1110.102 (a)(1). Client certifies that Client will not take any adverse action against any consumer without further investigation from the deceased flags or other indicia within the Experian information.
9. Experian will not, for the fee charged for credit information, be an insurer or guarantor of the accuracy or reliability of the information. EXPERIAN DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AND SHALL NOT BE LIABLE



TO CLIENT FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY EXPERIAN'S ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.



## Appendix 15

### Experian Credit Scoring Services Agreement

Note: This Experian Addendum refers to the Advantage Credit Client as “End User” and the credit reseller (Advantage Credit) as “Provider.”

WHEREAS, Provider Advantage Credit, Inc. is an authorized reseller of Experian Information Solutions, Inc. (“Experian”); and WHEREAS, Experian and Fair Isaac Corporation (“Fair Isaac”) offer the “Experian/Fair Isaac Model”, consisting of the application of a risk model developed by Experian and Fair Isaac which employs a proprietary algorithm and which, when applied to credit information relating to individuals with whom the End User contemplates entering into a credit relationship will result in a numerical score (the “Score” and collectively, “Scores”); the purpose of the models being to rank said individuals in order of the risk of unsatisfactory payment. NOW, THEREFORE, for good and valuable consideration and intending to be legally bound, End User and Provider hereby agree as follows:

End User warrants that it has an Agreement for service and an account in good standing with Advantage Credit for permissible purpose under the Fair Credit Reporting Act to obtain the information in a Fair Isaac Credit Repository Score(s), Experian Fico and their reason codes. End User certifies that all scores and reason codes whether oral or written shall be maintained by the applicant in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purpose for which the report is requested and will not sell or otherwise distribute to third parties and information received there under, except as otherwise required by law.

#### General Provisions

**Subject of Agreement.** The subject of this Agreement is End User’s purchase of Scores produced from the Experian/Fair, Isaac Model from Provider.

**Application.** This Agreement applies to all uses of the Experian/Fair, Isaac Model by End User during the term of this agreement.

**Term.** The term of this Agreement (the “Term”) is the period consisting of the Initial Term and, if this Agreement is renewed, the Renewal Term(s) as follows: 1.) Initial Term. The “Initial Term” is the period beginning at 12:01a.m. on the date of execution of the Advantage Credit Agreement and ending at 11:59 p.m. on the day before the first anniversary of that date. 2) Renewal Term(s). Unless one or both of the parties delivers written notice of such party’s (parties’) intent not to renew no later than thirty (30) days before the end of the Initial Term, this Agreement will renew automatically and without further action by either party for an additional one year period (a “Renewal Term”). Thereafter, this Agreement will continue to renew automatically unless and until either party delivers non-renewal notice no later than thirty (30) days before the end of the Renewal Term. This Agreement will terminate without further action by either of the parties in the event the End User discontinues use of the Experian/ Fair, Isaac Model.

#### Experian/Fair Isaac Scores

**Generally.** Upon request by End User during the Term, Provider will provide End User with the Scores.

**Time of Performance.** Experian/Fair Isaac and Provider will use commercially reasonable efforts to provide the Experian/Fair Isaac Model as expeditiously as possible and in a timely manner; provided, however, Experian Fair Isaac and Provider will have no liability to End User hereunder for delays in providing such Experian/Fair Isaac Model.



**Warranty:** Experian, & Fair Isaac warrants that the Fair Isaac Model for each repository is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Experian/Fair Isaac model's was developed, the Experian/Fair Isaac model score may be relied upon by Broker and/or End User to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to End Users. The Experian/Fair Isaac further warrants that so long as it provides the Experian/Fair Isaac Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1961 et seq.

**THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN/FAIR ISAAC HAVE GIVEN BROKER AND/OR END USERS WITH RESPECT TO THE EXPERIAN/FAIR ISAAC MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, EXPERIAN/FAIR ISAAC MIGHT HAVE GIVEN BROKER AND/OR END USERS WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Broker and each respective End User's rights under the foregoing Warranty are expressly conditioned upon each respective End User's periodic revalidation of Experian /Fair Isaac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 et seq.)**

**Release.** End User hereby releases and holds harmless Provider, Fair Isaac and/or Experian and their respective officers, directors, employees, agents, sister or affiliated companies, and any third-party contractors or suppliers of Provider, Fair, Isaac or Experian from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by End User resulting from any failure of the Scores to accurately predict that a United States consumer will repay their existing or future credit obligations satisfactorily.

**Fees.** Provider will charge End User for the Scores as provided for the Agreement between Provider and End User.

**No License.** Nothing contained in this Agreement shall be deemed to grant End User any license, sublicense, copyright interest, proprietary rights, or other claim against or interest in any computer programs utilized by Provider, Experian and/or Fair Isaac or any third party involved in the delivery of the scoring services hereunder. End User acknowledges that the Experian/Fair Isaac Model and its associated intellectual property rights in its output are the property of Fair Isaac.

**End User Use Limitations.** By providing the Scores to End User pursuant to this Agreement, Provider grants to End User a limited license to use information contained in reports generated by the Experian/Fair Isaac Model solely in its own business with no right to sublicense or otherwise sell or distribute said information to third parties. Before directing Provider to deliver Scores to any third party (as may be permitted by this Agreement), End User agrees to enter into a contract with such third party that (1) limits use of the Scores by the third party only to the use permitted to the End User, and (2) identifies Experian and Fair, Isaac as express third-party beneficiaries of such contract.

**Proprietary Designations.** End User shall not use, or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other proprietary designations of Provider, Experian or Fair Isaac or their respective affiliates, whether registered or unregistered, without such party's prior written consent.

#### Compliance and Confidentiality

**Compliance with Law.** In performing this Agreement and in using information provided hereunder, End User will comply with all Federal, state, and local statutes, regulations, and rules applicable to consumer credit information and nondiscrimination in the extension of credit from time to time in effect during the Term. End User certifies that (1) it has a permissible purpose for obtaining the Scores in accordance with the federal Fair Credit Reporting Act, and any similar applicable state statute, (2) any use of the Scores for





purposes of evaluating the credit risk associated with applicants, prospects or existing customers will be in a manner consistent with the provisions described in the Equal Credit Opportunity Act ("ECOA"), Regulation B, and/or the Fair Credit Reporting Act, and (3) the Scores will not be used for Adverse Action as defined by the Equal Credit Opportunity Act ("ECOA") or Regulation B, unless adverse action reason codes have been delivered to the End User along with the Scores.

**Confidentiality.** End User will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered hereunder. End User will take reasonable precautions to assure that such information will be held in strict confidence and disclosed only to those of its employees whose duties reasonably relate to the legitimate business purposes for which the information is requested or used and to no other person. Without limiting the generality of the foregoing, End User will take suitable precautions to prevent loss, compromise, or misuse of any tapes or other media containing consumer credit information while in the possession of End User and while in transport between the parties. End User certifies that it will not publicly disseminate any results of the validations or other reports derived from the Scores without each of Experian's and Fair, Isaac's express written permission.

**Proprietary Criteria.** Under no circumstances will End User attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian and/or Fair Isaac in performing the scoring services hereunder.

**Consumer Disclosure.** Notwithstanding any contrary provision of this Agreement, End User may disclose the Scores provided to End User under this Agreement (1) to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only, and (2) as clearly required by law.

**Indemnification of Provider, Experian and Fair, Isaac.** End User will indemnify, defend, and hold each of Provider, Experian and Fair Isaac harmless from and against any and all liabilities, damages, losses, claims, costs, and expenses (including attorneys' fees) arising out of or resulting from any nonperformance by End User of any obligations to be performed by End User under this Agreement, provided that Experian/Fair, Isaac have given End User prompt notice of, and the opportunity and the authority (but not the duty) to defend or settle any such claim.

**Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL PROVIDER, EXPERIAN OR FAIR, ISAAC HAVE ANY OBLIGATION OR LIABILITY TO END USER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY END USER, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT END USER WAS ADVISED SUCH DAMAGES MIGHT ARISE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PROVIDER, EXPERIAN OR FAIR, ISAAC TO END USER EXCEED THE FEES PAID BY END USER PURSUANT TO THIS AGREEMENT DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF END USER'S CLAIM.

## **Miscellaneous**

**Third Parties.** End User acknowledges that the Scores results from the joint efforts of Experian and Fair Isaac. End User further acknowledges that each Experian and Fair Isaac have a proprietary interest in said Scores and agrees that either Experian or the Fair, Isaac may enforce those rights as required.

**Complete Agreement.** This Agreement sets forth the entire understanding of End User and Provider with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto.



## Appendix 16

### Experian 2-Way Agency Agreement (Technical Provider of Multiple End Users)

This Appendix ("Addendum") to the Advantage Credit ("Reseller") Agreement is agreed to by Reseller's client (herein after referred to as the "End User") and describes additional terms and conditions for End User's use of Experian's data offered through Reseller. The terms and conditions outlined herein are in addition to, and in no way replace, the terms and conditions of the Agreement which remains in full force and effect, and which also govern End User's use of the data.

1. **Agency.** End User has entered into various agreements with various technical providers, a description of each such Technical Provider agreement has been provided by End User (each a "**Technical Provider**"), pursuant to which Technical Providers will act as End User's agent, and from time to time and on behalf of End User, will use credit information and credit scores (some of which are proprietary to Fair Isaac Corporation ("**Fair Isaac**") and some of which are proprietary to Experian Information Solutions, Inc. and its affiliates (collectively, "**Experian**")) received directly or indirectly from Reseller pursuant to the End User Agreement solely to assist End User with certain credit information processing (all such credit information and scores are collectively referred to herein as "**Information**"). End User acknowledges and agrees that Technical Providers are acting as End User's agent to assist End User with certain credit information processing. Technical Providers will be entitled to receive all of the Information that End User would be entitled to receive under the terms of the End User Agreement for the sole purpose stated herein, and Technical Providers shall not access, use, or store the Information for any other purpose. Technical Providers shall: (i) only act in accordance with End User's direction, control, and instructions when accessing, using, and/or storing the Information; and (ii) discharge its duties hereunder with care and due diligence. End User acknowledges and agrees that Reseller is entering into this Addendum at the request of and as an accommodation to End User.

2. **Payment of Fees.** Reseller will invoice End User for Reseller's fees (the "**Reseller's Fees**") for performing the services set forth in the End User Agreement. End User agrees to pay the Reseller's Fees in accordance with the terms of the End User Agreement.

3. **Compliance with Applicable Terms and Conditions.** End User agrees to inform Technical Providers of all terms and conditions of the End User Agreement (including this Addendum) applicable to Technical Provider's access to, use of, or storage of the Information on behalf of End User, including but not limited to the use, confidentiality, and intellectual property provisions thereof. End User will ensure that Technical Providers abide by the terms and conditions of the End User Agreement (including this Addendum)

4. **Scores.** Without limiting the foregoing, End User acknowledges that the credit scores and related score output contained in the Information (the "**Scores**") are proprietary to Fair Isaac and/or Experian, and End User agrees that Technical Provider will not provide the Scores to any party other than End User without prior written consent from both Experian and Fair Isaac (with respect to Fair Isaac's proprietary Scores) or Experian (with respect to Experian's Scores), except as expressly instructed by End User and as permitted under the terms of the End User Agreement, or use the Scores for any purpose other than to provide the credit information processing functions required by End User. End User agrees that Technical Providers will not (i) use the Scores for model development, model Validation (as defined below), reverse engineering, or model calibration or (ii) resell the Scores or use the Scores to maintain or populate a prospect database. For purposes of the foregoing, "**Validation**" shall mean the process wherein Scores are calculated to demonstrate a Score's ability to rank-order the outcome (such as a payment default or bankruptcy) among a group of customers, prospects, or applicants, including score distribution and account performance measures (including delinquency, charge-off, bankruptcy, and revenue). End User acknowledges and agrees that Fair Isaac and Experian are third party beneficiaries of the provisions of this Section 4, with right of enforcement.



**5. Gramm-Leach-Bliley Act.** End User agrees that any Technical Provider used thereby shall be required to maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to Technical Provider's size and complexity, the nature and scope of its activities, and the sensitivity of the Information provided to it hereunder. Such safeguards shall include the elements set forth in 12 C.F.R. § 1016.4 and shall be reasonably designed to: (i) insure the security and confidentiality of the Information provided by Reseller; (ii) protect against any anticipated threats or hazards to the security or integrity of such Information; and (iii) protect against unauthorized access to or use of such Information that could result in substantial harm or inconvenience to any consumer. End User further agrees that any Technical Provider used thereby shall be required to provide its security program to Reseller upon request and shall adopt any safeguard that Reseller may reasonably request; and, that such Technical Provider shall at a minimum be required to comply with Reseller's standard access security requirements.

**6. Security Certification.** End User agrees that any Technical Provider used thereby shall be required to comply with all requirements set forth in the Reseller Security Certification Policy (Attachment 2 to Experian's General Reseller Policy and Procedures).

**7. Audit and Termination Rights.** End User agrees that any Technical Provider used thereby shall be required to: (a) report any change of location, control, or ownership to Reseller. End User agrees that any Technical Provider used thereby shall be required to provide End User and Reseller the right to audit Technical Provider to assure compliance with the terms of the End User Agreement (including this Addendum); and (b) provide full cooperation in connection with such audits and access to such properties, records, and personnel as End User or Reseller may reasonably require for such purpose. Reseller may terminate this Addendum by providing thirty (30) days advance written notice to End User; provided that Reseller may unilaterally terminate this Addendum immediately, or take any lesser action Reseller believes is appropriate, including but not limited to blocking End User's Technical Provider's access to Reseller services, if Reseller believes in its sole judgment, that such Technical Provider has failed to comply with any of its obligations hereunder.

**8. Identification of Third-Party Technical Providers.** End User has separately identified and provided a list of all third-party Technical Providers(3PTP) that have access to credit data provided by Experian as of the date hereof. Such listing includes but is not limited to those technical providers involved in loan origination, application, loan processing, closings, or any other service which involves the transmission, processing, outsourcing, or any other use of credit data provided by Experian. Additionally, End User agrees to update their list of all 3PTP and provide such updates to Reseller within five (5) business days of contracting with any such third-party technical provider.

**9. Obligations.** END USER SHALL TAKE FULL RESPONSIBILITY AND ASSUMES ALL LIABILITY FOR ANY AND ALL OF TECHNICAL PROVIDER'S ACTS OR OMISSIONS WITH RESPECT TO THE INFORMATION.



## Appendix 17

### Experian's Power Profile Plus™ for Mortgage Services Terms and Conditions

Any provision of Power Profile Plus™ for Mortgage Services by CRA to an End User shall be subject to the terms and conditions of the Agreement for Service between end user Client ("End User") and Advantage Credit ("CRA") that governs the provision of Experian Credit Information (the "Agreement for Service") and the additional Power Profile Plus™ for Mortgage Services conditions set forth below (the "Power Profile Plus™ for Mortgage Services Terms and Conditions"). These Power Profile Plus™ for Mortgage Services Terms and Conditions (T&C's) are hereby incorporated into the Agreement for Service between the End User and CRA and shall be binding on the parties.

- A. **Application.** During the Term, Reseller may provide End User with Power Profile Plus™ for Mortgage Services to the extent offered from time to time by Experian and permitted by this Addendum. Except to the extent set forth herein, the term "Services" (as used in the Agreement) shall include the Two-Step Origination Services, and the terms and conditions in the Agreement relating to Services will apply to Power Profile Plus™ for Mortgage Services described herein. During the Term, Experian hereby grants Reseller a nonexclusive, nontransferable, limited license to resell Power Profile Plus™ for Mortgage Services only to Reseller's end-user customer (each, an "End User") consistent with the terms and conditions of the Agreement and this Addendum, and each End User will be granted access only after End User has been properly qualified by Reseller to receive the Power Profile Plus™ for Mortgage Services in accordance with Experian policies.
- B. **Term.** This Addendum shall continue in effect until termination of the Reseller Agreement for Service with the End User.
- C. **Power Profile Plus™ for Mortgage Services.** For the purposes of this Addendum, "Power Profile Plus™ for Mortgage Services" mean those Services provided by Experian under this Addendum: (i) to be used by End User, as part of a transaction initiated by the consumer, to determine whether the consumer who is the subject of the report may be eligible for a credit product ("Step 1"); (ii) to be used by End User, in cases where the consumer is presented with one or more credit product options in Step 1 and elects to submit an application for one of the credit product options, to determine whether the consumer is eligible for such credit product in accordance with procedures used by the End User for the type of credit requested ("Step 2").

For their part, Experian shall, in providing the Power Profile Plus™ for Mortgage Services to the End User via CRA: (i) for Step 1, log an inquiry in the consumer's Experian file that is only visible to the consumer (i.e., a "soft inquiry"); and (ii) if the loan proceeds to closing, for Step 2, log an inquiry in the consumer's Experian file that may be visible to parties other than the consumer (i.e., a "hard inquiry").

End User hereby understands, acknowledges, and agrees that it shall only request and use the Power Profile Plus™ for Mortgage Services in connection with a credit transaction involving the consumer and involving the extension of credit, and for no other purpose. Furthermore, End User agrees that (i) that any reminder provided to a consumer via email concerning credit options presented in Step 1 continue to be available for such consumer, excludes any details on the credit options and does not contain any Experian information, including Power Profile Plus™ for Mortgage Services and (ii) End User is advised that it is recommended that the second report requested in Step 2 be within 30 days from the date on which Experian provides the first report in Step 1, but in no case shall the second report be requested on or after the transaction closing date of the mortgage origination on the same consumer in connection with Step 1.



## Appendix 18

### Experian Verify Product Requirements

This Appendix to the Advantage Credit Agreement is agreed to by Advantage Credit's client (herein after referred to as the "Company") and describes additional terms and conditions for Company's use of **Experian Verify** (the "Service") offered through Advantage Credit. The terms and conditions outlined herein are in addition to, and in no way replace, the terms and conditions of the Agreement which remains in full force and effect, and which also govern Company's use of the Service.

1. SERVICE DESCRIPTION.

Service that provides electronic verification of a consumer's income and employment information via payroll data obtained directly from the consumer's employer payroll service provider(s). The Company obtains consent and consumer identifying information from the consumer prior to accessing the consumer's data. At the request of the Company and as authorized by the consumer, Advantage Credit, via Experian and affiliate Experian Background Data, Inc ("EBD"), shall obtain payroll data from designated employer payroll service provider(s). The information is compiled as an income and employment verification report.

2. ADDITIONAL TERMS FOR EXPERIAN VERIFY.

- (a) Company acknowledges and agrees that delivery of Service requires Company to obtain consumer's explicit consent for the following, all of which shall be performed in order for Advantage Credit via EBD / Experian to use consumer identifying information to access employer services and collect and aggregate payroll data to create and deliver the applicable verification reports to Company, and to deliver payroll data to EBD / Experian for use in accordance with all applicable laws, rules and regulations:
  - (i) Collection of consumers identifying information and provision thereof to Advantage Credit via EBD / Experian, and
  - (ii) Retention and use of consumer identifying information by Advantage Credit via EBD / Experian as may be necessary for compliance with obligations under applicable law;
- (b) In the event Company requests recurring Service, Company agrees that it shall, upon obtaining the consumer's consent:
  - (i) Provide a clear and conspicuous explanation to consumers of how to opt out of the recurring use of the consumer identifying information in the future (e.g., electronically or through Company's customer care),
  - (ii) Promptly notify Advantage Credit that the consumer has opted out of the use of the consumer identifying information for recurring use.
- (c) Company agrees that the verification reports are "consumer reports" as defined under the Fair Credit Reporting Act ("FCRA"), and as such will request and use the Service solely in accordance with the FCRA use and restrictions set forth in this Addendum.
- (d) Company agrees to include in all adverse action notices, as applicable, ACI's (and not EBD / Experian's) contact information.
- (e) Company is not permitted to use the Service on behalf of, or disclose the verification reports to, a third party.
- (f) If Company's intended use of Service is for prequalification, Company agrees to obtain the written authorization of the consumer before using the Service and to comply with the applicable terms set forth in **Exhibit A to this Appendix section**.
- (g) Advantage Credit may appoint EBD as its technical service provider to retain copies of the verification reports on behalf of Advantage Credit for a period of one (1) year from issuance of a verification report ("Availability Period"), solely to provide access to such verification reports via Experian to Fannie Mae or Freddie Mac (each, a "GSE") upon request, as an agent of Company. Each GSE request shall include the report ID and at least one consumer identifier ("Required Report Identifier") provided to it by Company in order to access a verification report delivered under this Addendum. Company agrees that, by providing the Required Report Identifier to a GSE,





Company has approved EBD to provide the verification report to the GSE. After the Availability Period, EBD shall purge the retained verification reports from its system accessed by the GSEs in the ordinary course of its business. For purposes of clarification, the retention of verification reports as a technical service provider shall be separate from, and does not impact, EBD's retention of verification reports for its consumer reporting agency compliance obligations.

- (h) Company understands that Experian, regulatory agencies and/or third parties may periodically audit Company directly or via Advantage Credit regarding the usage of Service and information supplied in obtaining Service. Company understands that audits may entail contacting the consumer to verify Services were performed with their consent and information supplied in requesting services was accurate. Company will provide full cooperation during audits and will be responsible for assuring full cooperation of its employees. Violations discovered during any audit are subject to immediate action including, but not limited to, termination of service agreement, legal action, and referral to federal, state, or local regulatory authorities and/or Experian as required and appropriate.

## EXHIBIT A to APPENDIX 19

- I. **Additional Terms for Use for Prequalification.** In the event Company intends to request and use the Service for prequalification purposes or to check to see if the consumer to whom the payroll data or verification report(s) relates is qualified for certain credit terms under the Fair Credit Reporting Act ("FCRA"), Company certifies that it shall comply with the following requirements:
  - A. FCRA Compliance - Written Instructions. If Company is obtaining "written instructions" online, Company shall substantially comply with the following requirements:
    - (1) Company will prominently display a message specifically informing the consumer that the consumer's payroll data or verification report(s) will be consulted for the purpose for which it is to be used as set forth in this Addendum and no other purpose, and that clicking on the "I AGREE" button following such notice constitutes written instructions to the Company under the FCRA. Company agrees that the final notice provided by Company will be approved by Experian / EBD.
    - (2) The instruction language above may be presented:
      - a) Together with a click box acknowledging the authorization in close proximity to the submission button (e.g., "Submit" or "I Accept" or "Proceed") only if it is clear and conspicuous as to its placement and prominence with respect to other text on the page. The consumer must not be able to proceed in the process without affirmatively agreeing by clicking the check box; or
      - b) Alternatively, the authorization may be provided in a linked pop-up or text box, if the name / description of the link is sufficiently clear to put the consumer on notice of its meaning, which could stand independent of the information in the link (for example: "By clicking below, I am providing written instructions to access my consumer report as set forth here" or "By clicking below, I am providing my written authorization to obtain a consumer report").
      - c) The record of the consumer's 'written instruction' by clicking "I AGREE" must be retained by Company in a form that is capable of being accurately reproduced for later reference by the parties.
  - B. Additional Terms
    - (1) Company may return to consumer the credit options obtained by Company through the Service, and Company may forward consumer-provided information to a third party to whom the credit option relates, but only if consumer provides subsequent consent to do so following receipt of such credit options.
    - (2) Company may not post "ID stripped" credit profiles on its web site for bid by a third party.
    - (3) Company may only provide consumer referrals to third parties that have their own



permissible purpose as defined in Section 604 of the FCRA, and only as directed by the consumer to whom the consumer report relates.

- (4) Company may not (a) operate as a reseller of the Service or (b) directly or indirectly charge a consumer any costs or fees, or accept any other payment or valuable consideration from a consumer, for prequalification or any information derived therefrom ("Consumer Credit Information"), including, without limitation, by offering the Service or Consumer Credit Information as the sole additional feature of a higher- priced service offering or as an incentive to or bundled with a fee-based offering.





## Appendix 19

### TransUnion Requirements

Client, in order to receive consumer credit information from Trans Union, LLC, through Advantage Credit ("CRA"), agrees to comply with the following conditions required by TransUnion, which may be in addition to those outlined in the Agreement. Client understands and agrees that Trans Union's delivery of information to Client via CRA is specifically conditioned upon Client's agreement with the provisions set forth in this Agreement. Client understands and agrees that these requirements pertain to all of its employees, managers and owners and that all persons having access to Trans Union consumer credit information, whether existing or future employees, will be trained to understand and comply with these obligations.

1. Client certifies that Client shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for Client's exclusive one-time use. Client shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Client's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by and disclosed by Client only to Client's designated and authorized employees having a need to know and only to the extent necessary to enable Client to use the Consumer Reports in accordance with this Agreement. Client shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.

2. Client will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

3. Client shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that Client may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its Client for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, Client shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.

4. With just cause, such as violation of the terms of the Client's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Client's agreement, Reseller may, upon its election, discontinue serving the Client and cancel the agreement immediately.

5. Client will request Scores only for Client's exclusive use. Client may store Scores solely for Client's own use in furtherance of Client's original purpose for obtaining the Scores. Client shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents of Client who have executed an agreement that limits the use of the Scores by the third party to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (iv) as required by law.

6. Client hereby agrees to comply with all current and future policies and procedures instituted by CRA and required by TransUnion. CRA will give Client as much notice as possible prior to the effective date of any such new policies required in the future but does not guarantee that reasonable notice will be possible.



Client may terminate this agreement at any time after notification of a change in policy in the event Client deems such compliance as not within its best interest.

7. Client certifies that it is not a reseller of the information, a private detective, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of an apartment, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Trans Union.

8. Client agrees that Trans Union shall have the right to audit records of Client that are relevant to the provision of services set forth in this agreement. Client authorizes CRA to provide to Trans Union, upon Trans Union's request, all materials and information relating to its investigations of Client and agrees that it will respond within the requested time frame indicated for information requested by Trans Union regarding Trans Union information. Client understands that Trans Union may require CRA to suspend or terminate access to Trans Union's information in the event Client does not cooperate with any such an investigation. Client shall remain responsible for the payment for any services provided to Client prior to any such discontinuance.

9. Client agrees that Trans Union information will not be forwarded or shared with any third party unless required by law or approved by Trans Union. If approved by Trans Union and authorized by the consumer, Client may deliver the consumer credit information to a third party, secondary, or joint user with which Client has an ongoing business relationship for the permissible use of such information. Client understands that Trans Union may charge a fee for the subsequent delivery to secondary users.

10. Trans Union shall use reasonable commercial efforts to obtain, assemble and maintain credit information on individuals as furnished by its subscribers or obtained from other available sources. THE WARRANTY SET FORTH IN THE PREVIOUS SENTENCE IS THE SOLE WARRANTY MADE BY TRANS UNION CONCERNING THE CONSUMER REPORTS INCLUDING, BUT NOT LIMITED TO THE TU SCORES. TRANS UNION MAKES NO OTHER REPRESENTATIONS OR WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR BOTH, OF ANY AND ALL OF THE AFOREMENTIONED PRODUCTS AND SERVICES THAT MAY BE PROVIDED TO CRA. THE WARRANTY SET FORTH IN THE FIRST SENTENCE OF THIS PARAGRAPH IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



## Appendix 20

### TransUnion Classic™ Credit Risk Score Services

Note that the term Reseller is synonymous with Credit Reporting Agency, in this case Advantage Credit. Subscriber is synonymous with Client or End User.

1. Based on an agreement with TransUnion LLC ("Trans Union") and Fair Isaac Corporation ("Fair Isaac") ("Reseller Agreement"), Advantage Credit has access to a unique and proprietary statistical credit scoring service jointly offered by Trans Union and Fair Isaac which evaluates certain information in the credit reports of individual consumers from Trans Union's data base ("Classic") and provides a score which rank orders consumers with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring (the "Classic Score").
2. Subscriber, from time to time, may desire to obtain Classic Scores from TransUnion via an on-line mode in connection with consumer credit reports.
3. Subscriber has previously represented and now, again represents that it is a mortgage company and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) including, without limitation, all amendments thereto ("FCRA").
4. Subscriber certifies that it will request Classic Scores pursuant to procedures prescribed by Advantage Credit from time to time only for the permissible purpose certified above, and will use the Classic Scores obtained for no other purpose.
5. Subscriber will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
6. Subscriber agrees that it shall use each Classic Score only for a one-time use and only in accordance with its permissible purpose under the FCRA.
7. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, Advantage Credit may, upon its election, discontinue serving the Subscriber and cancel this Agreement, in whole or in part (e.g., the services provided under this Addendum only) immediately.
8. Subscriber recognizes that factors other than the Classic Score may be considered in making a credit decision. Such other factors include, but are not limited to, the credit report, the individual account history, and economic factors.
9. TransUnion and Fair Isaac shall be deemed third party beneficiaries under this Addendum.
10. Up to five score reason codes, or if applicable, exclusion reasons, are provided to Subscriber with Classic Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Classic Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B").
11. However, the Classic Score itself is proprietary to Fair Isaac, may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants or any other third party, except: (1) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (2) as clearly required by law. Subscriber will not publicly disseminate any results of the validations or other reports derived from the Classic Scores without Fair Isaac and Trans Union's prior written consent.



12. In the event Subscriber intends to provide Classic Scores to any agent, Subscriber may do so provided, however, that Subscriber first enters into a written agreement with such agent that is consistent with Subscriber's obligations under this Agreement. Moreover, such agreement between Subscriber and such agent shall contain the following obligations and acknowledgments of the agent: (1) Such agent shall utilize the Classic Scores for the sole benefit of Subscriber and shall not utilize the Classic Scores for any other purpose including for such agent's own purposes or benefit; (2) That the Classic Score is proprietary to Fair Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union and Fair Isaac's prior written consent except (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (b) as clearly required by law; (3) Such Agent shall not use the Classic Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) Such agent shall not resell the Classic Scores; and (5) Such agent shall not use the Classic Scores to create or maintain a database for itself or otherwise.

13. Subscriber acknowledges that the Classic Scores provided under this Agreement which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file.

14. Subscriber shall be responsible for compliance with all applicable federal or state legislation, regulations and judicial actions, as now or as may become effective including, but not limited to, the FCRA, the ECOA, and Reg. B, to which it is subject.

15. The information including, without limitation, the consumer credit data, used in providing Classic Scores under this Agreement were obtained from sources considered to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall Trans Union, Fair Isaac, nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Subscriber for any claim, injury or damage suffered directly or indirectly by Subscriber as a result of the inaccuracy or incompleteness of such information used in providing Classic Scores under this Agreement and/or as a result of Subscriber's use of Classic Scores and/or any other information or serviced provided under this Agreement.

16. Fair Isaac, the developer of Classic, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the Classic Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by Classic uses a "prohibited basis" as that term is defined in the Equal Credit Opportunity Act (ECOA) and Regulation B promulgated thereunder. Classic provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the Classic Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring relative to other individuals in Trans Union's database. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.

17. THE WARRANTIES SET FORTH IN SECTION 15.1 ARE THE SOLE WARRANTIES MADE UNDER THIS ADDENDUM CONCERNING THE CLASSIC SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS AGREEMENT; AND NEITHER FAIR ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OTHER THAN AS SET FORTH IN THIS ADDENDUM. THE WARRANTIES AND REMEDIES SET FORTH IN SECTION 15.1 ARE IN LIEU OF ALL OTHERS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A



COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTIES AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

19. THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO SUBSCRIBER, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SECTION 16, APPLY TO DAMAGES INCURRED BY TRANS UNION AND/OR FAIR ISAAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM SUBSCRIBER'S BREACH, DIRECTLY OR THROUGH SUBSCRIBER'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

20. ADDITIONALLY, NEITHER TRANS UNION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS ADDENDUM, BY SUBSCRIBER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.

21. This Addendum may be terminated automatically and without notice: (1) in the event of a breach of the provisions of this Addendum by Subscriber; (2) in the event the agreement(s) related to Classic between Trans Union, Fair Isaac and Advantage Credit are terminated or expire; (3) in the event the requirements of any law, regulation or judicial action are not met, (4) as a result of changes in laws, regulations or regulatory or judicial action, that the requirements of any law, regulation or judicial action will not be met; and/or (5) the use of the Classic Service is the subject of litigation or threatened litigation by any governmental entity.



## Appendix 21

### Flood Zone Determination Terms

The following Terms and Conditions related to Flood Zone services are mandated by **ServiceLink National Flood, LLC** ("ServiceLink"), a Delaware limited liability company with offices located at 500 East Border Street, 3<sup>rd</sup> Floor, Arlington, Texas 76010.

**Background:** This Flood Zone Determination Agreement shall include these Terms and Conditions, the Schedule of Supplemental Terms and Conditions, and the Client Information Form attached hereto (all of which are incorporated herein by this reference and collectively comprise and shall be referred to herein as this "Agreement"). Subject to the terms and conditions of this Agreement, Client shall order from ServiceLink flood zone determinations, life of loan ("Life of Loan") monitoring, HMDA census data, and related information and reports (collectively, the "Services") for loans secured by residential (up to 1-4 multi-family) or commercial property referred to ServiceLink by Client. All information provided by ServiceLink or its suppliers to Client in conjunction with the Services shall be referred to herein as "Provider Information."

**2. Basic Service:** For each property referred to ServiceLink by Client, ServiceLink shall: (a) make a determination, given the best information available, as to whether the improvements on the Subject Property (as defined in Section 4 below) are located in a Special Flood Hazard Area ("SFHA") as set forth on the applicable Federal Emergency Management Agency ("FEMA") flood map effective at the time of the determination; and (b) deliver a report ("Certification") to Client of such determination on a Standard Flood Hazard Determination Form. Client may use the Certification in connection with the loan transaction for which it was ordered. If Client is not a mortgage lender, Client may transfer a copy of the Certification to the mortgage lender funding such transaction.

#### **3. Life of Loan Service:**

- a. **ServiceLink Responsibility.** Upon Client's request for Life of Loan Service and payment of the applicable fee, ServiceLink will make a determination and deliver a Certification for each order as provided in Section 2 (Basic Service) above; and, for the term of the loan identified on the order for the Subject Property, ServiceLink will provide the following Life of Loan services (the "Life of Loan Services"): (1) monitor such property for changes to the: (A) SFHA as a result of FEMA flood map revisions; and (B) community participation status of such property located in an SFHA making flood insurance for such property unavailable; and (2) notify Client of any such change within sixty (60) calendar days of the effective date of the applicable flood map revision or community participation revision.
- b. **Client Responsibility.** If a loan covered by ServiceLink's Life of Loan Services is paid off, declined or cancelled, Client shall notify ServiceLink within thirty (30) calendar days of such loan payoff, decline or cancellation. If a loan covered by ServiceLink's Life of Loan Services is sold and/or servicing is transferred to a subsequent mortgagee, the Client shall notify ServiceLink within thirty (30) calendar days of such sale or transfer. Notification from Client under this Section 3(b) shall be made by mutually acceptable electronic or other means. Failure of Client to timely notify ServiceLink shall release ServiceLink of any obligation to provide services under ServiceLink's Life of Loan Services for the applicable loan(s) of Client.

**4. Orders:** Client orders and ServiceLink Certifications shall be transmitted via mutually acceptable electronic or other means. Client shall furnish: (a) the type of property (single or multi-family residential or commercial); and (b) a correct and complete property street address and, if available, a legal description and/or a tax parcel number (the "Subject Property") for each order. ServiceLink's liability with regards to any multi-family or commercial property not properly classified by Client will be limited to the National Flood Insurance Protection ("NFIP") policy limits for that of a single-family. Client acknowledges that ServiceLink:





(a) shall have no responsibility to verify that the legal description or tax parcel number matches the street address furnished by Client for the Subject Property; and (b) will use the street address furnished by Client to locate the Subject Property even in case of a conflict between the street address and either the legal description or the tax parcel number furnished by Client. Normally, ServiceLink will deliver a Certification within twenty-four (24) hours of receipt of a complete order, but in no event will a response to an order be delivered later than forty-eight (48) hours after receipt of the order without ServiceLink notifying Client of a delay in processing (e.g., additional research may be required), excluding Saturdays, Sundays and national banking holidays. It is the responsibility of Client to verify that ServiceLink has both: (x) received an order for Basic Service if Client has not received a response within two (2) business days; and (y) acknowledged receipt of an order for Life of Loan Services on its invoice for such Services.

**5. Certain Remedies:** If Client is delinquent more than sixty (60) calendar days in any payment or has otherwise breached any term of this Agreement, ServiceLink shall have the unrestricted right to suspend or terminate Services immediately, without prior notice, including any orders currently in process. Should ServiceLink, or any of its suppliers, suspect or become aware of any past or continuing misuse or unauthorized use of any Client Account Code, Password or system used to access Services, then ServiceLink reserves the right to cancel Client Account Codes/Passwords and terminate access to Services immediately, with or without prior notice to Client. Client waives any and all claims for damages arising out of any rejection of orders or any suspension, cancellation or termination of this Agreement or of any Services. Any such rejection, suspension, cancellation or termination shall not limit any other right or remedy to which ServiceLink is otherwise entitled or discharge any obligation of Client arising hereunder.

**6. Compliance with Law:** Client agrees that it will comply with all applicable federal, state and local laws, rules, and regulations, as amended from time to time, as they relate to its requests for and use of the Services, including without limitation any required disclosures to Client's consumer customers ("Consumers"). ServiceLink agrees that it will comply with all applicable federal and state laws, rules, and regulations, as amended from time to time, as they relate to its provision of Services.

**7. Consumer Information:** Client and ServiceLink agree that each shall comply with its respective responsibilities to protect the nonpublic personal information of Client's Consumers as required by Subtitle A of Title V of the Gramm-Leach-Bliley Financial Modernization Act of 1999 (15 U.S.C. 6801 et seq.), as it may be amended from time to time, and the rules and regulations promulgated thereunder (the "Privacy Act"). Specifically:

- a. Client, a "financial institution" (as defined under §509 of the Privacy Act), shall disclose the "nonpublic personal information" (as defined under §509 of the Privacy Act) of a Consumer ("Consumer Information") to ServiceLink only under circumstances in which, and for purposes for which, it is permissible to do so under the Privacy Act; and
- b. ServiceLink, a "Service Provider" (as defined under the Privacy Act), shall:
  - (1) utilize and disclose Consumer Information exclusively for the purposes contemplated by this Agreement and for no other purposes whatsoever;
  - (2) disclose Consumer Information to no person or entity except those of ServiceLink's employees, agents, and other representatives, or to subcontractors, licensors or vendors, whose access to the information is necessary to accomplish the purposes of this Agreement;
  - (3) protect Consumer Information with all measures reasonably necessary to secure the information from unauthorized or improper disclosure, dissemination or use; and
  - (4) not disclose such information to any other person that is a nonaffiliated third party of both Client and ServiceLink, unless such disclosure would be lawful under the Privacy Act if made directly to such other person by Client.





**8. Certain Limitations on Use:** All Provider Information furnished by or for ServiceLink in response to Client requests for Services is for the exclusive use of Client solely in connection with the transaction for which it is ordered. Client shall at all times hold Provider Information and other non-public proprietary business information of ServiceLink and its suppliers in strict confidence and disclose it only to persons with a "need to know" and whose duties reasonably relate to the legitimate business purposes for which such information is obtained. Client shall not sell, transfer, license or sublicense to third parties any Provider Information except as may be specifically permitted in this Agreement. Client shall not capture, store or use copies of any Provider Information except as necessary for archiving or document retention purposes related to the transaction for which it is ordered. Provider Information shall not be used to build or to validate any electronically searchable database of consumer or real estate related information.

**9. Security of Provider Information:** Client is responsible to take precautions to secure any system or device used to access Services and to protect all Provider Information furnished by or for ServiceLink. Without limiting the generality of Client's responsibility, Client agrees to adhere to the requirements set forth below.

- a. Client Account Codes/Passwords shall be secured and disclosed only to authorized personnel.
- b. Client Account Codes/Passwords shall not be discussed by telephone with any unknown caller.
- c. Client shall provide adequate physical security and network security (e.g., firewalls, network monitoring, encryption, user authentication and access controls) for any system operated by or for Client to obtain Services or to transmit or store Provider Information.
- d. Client shall review, monitor and update its systems and procedures for security issues as frequently as necessary to ensure the integrity and effectiveness of its security measures.
- e. Client shall secure hard copies and electronic files of Provider Information and protect them against release or disclosure to unauthorized persons.
- f. Client shall shred, erase or otherwise destroy copies of Provider Information when no longer needed and when it is permitted to do so by applicable federal, state and local regulation(s).
- g. Client shall immediately notify ServiceLink if Client knows or has reason to know of any unauthorized access to or use of any Services. Client acknowledges that if Client's system is used improperly, or if any unauthorized personnel use Client Account Codes/Passwords, then Client may be held responsible for financial losses, fees, or monetary charges that may be incurred.

*Third-party Remote Access Systems:* If Client is set-up to deliver orders for Services to, and to receive Provider Information from, ServiceLink via one or more third-party networks or web-sites (each a "Third-party Remote Access System" or "TPRAS"), then the following shall be applicable: (a) ServiceLink may accept a Client order by delivery of the requested product, a confirmation notice, or, if applicable, a time service delay notice; (b) Client's use of any TPRAS shall be governed by the provider's terms of service, policies, and procedures applicable to the use thereof; (c) ServiceLink may terminate Client's use of any TPRAS to request or receive Services at any time, in ServiceLink's sole discretion, without notice by, or liability to, ServiceLink; and (d) ServiceLink assumes no liability or responsibility for the performance or non-performance of any TPRAS provider.

**10. Claims:**

- a. **Remedies if Subject Property is in an SFHA.** In the event that: (1)(A) ServiceLink issues a Certification on the property, identified as the Determination Address on the Standard Flood Zone Determination, that incorrectly states that the insurable improvements thereon are "not in" an SFHA, per the FEMA flood map effective at the date of the Certification; or (B) ServiceLink issues



a Certification covered by Life of Loan Services and ServiceLink breaches its notification obligations set forth in section 3.a.(2) with respect to a Subject Property where: (i) the flood hazard status of such property changes from “not in” to “in” an SFHA as a result of a FEMA flood map revision; or (ii) the community participation status of a Subject Property located in an SFHA changes making flood insurance for such property unavailable; and (2) an uninsured flood loss occurs to such insurable improvements on the Subject Property; and (3) on the date of such flood loss (the “Flood Date”) the Borrower (as defined in Section 11.d. below) is still the owner of the Subject Property and the Subject Property is still secured by the loan of Mortgagee (as defined in Section 11.d. below); and (4) Mortgagee is legally obligated to Borrower for such flood loss for failure to notify the Borrower that the Subject Property is in an SFHA or that the change of community participation status has made flood insurance unavailable; and (5) before the Flood Date, neither ServiceLink nor any other source shall have notified Mortgagee that the Subject Property is in an SFHA; and (6) after the date of the Certification but before the Flood Date, there shall not have been earlier flood damage at the Subject Property; then ServiceLink shall be liable to Mortgagee for the lowest of the following: (i) the amount that would have been paid under the terms and limits of a National Flood Insurance Protection (“NFIP”) policy as if an NFIP policy had been in effect for the Subject Property; or (ii) Mortgagee’s total losses and liability resulting from such flood loss; or (iii) the outstanding principal balance of the loan identified on the Certification; or (iv) two hundred fifty thousand dollars (\$250,000.00) for residential properties or five hundred thousand dollars (\$500,000.00) for other residential, commercial, and other non-residential properties.

- b. **Remedies if not in an SFHA.** In the event that: (1)(A) ServiceLink issues a Certification on the property, identified as the Determination Address on the Standard Flood Zone Determination, that incorrectly states that the insurable improvements thereon are “in” an SFHA, per the FEMA flood map effective at the date of the Certification; or (B) ServiceLink issues a Certification covered by Life of Loan Services and ServiceLink breaches its notification obligations set forth in section 3.a. with respect to a Subject Property where the flood hazard status of such property changes from “in” to “not in” an SFHA as a result of a FEMA flood map revision; and (2) Mortgagee is legally liable to the Borrower for incorrectly notifying the Borrower that the Subject Property is in an SFHA and the resulting payment of non-mandatory insurance premiums on an NFIP policy; and (3) no claim has been made against such policy for a flood loss, whether or not paid; then ServiceLink shall be liable to Mortgagee for any non-mandatory NFIP insurance premiums paid by the Borrower to cover the Subject Property after the date of the loan (if clause (1)(A) applies) or after the date of the breach (if clause (1)(B) applies) as applicable, until the first to occur of: (i) S ServiceLink or some other source notifies Mortgagee that the Subject Property is not in an SFHA; or (ii) the Subject Property is placed in an SFHA; or (iii) Borrower sells the Subject Property; or (iv) Mortgagee’s lien secured by the Subject Property is released. Any refund of premiums to which Borrower is entitled shall reduce the amount otherwise payable hereunder.
- c. **Remedies for Regulatory Matters.** In the event that a regulatory agency with jurisdiction over Client assesses a penalty against Client related solely to a Certification issued by ServiceLink, ServiceLink shall indemnify and hold Client harmless from the amount of such penalty; provided that Client: (1) promptly notifies ServiceLink of any examination or investigation that may lead to the assessment of any such penalty; and (2) authorizes ServiceLink, at its expense, to: (A) participate in the applicable regulatory agency proceeding; and (B) defend, appeal or settle, any such penalty; but only to the extent any such proceeding or penalty is related to a Certification issued by ServiceLink.
- d. **Definitions.** For purposes of this Section 11, items a. through e. (regarding Claims): (1) “Borrower” shall mean the original purchaser of the Subject Property to which the Certification relates, provided that “Borrower” shall not include subsequent transferees of such property; and (2) “Mortgagee” shall mean the mortgagee of such property designated as “Lender” on such Certification, and if the notification requirements below are satisfied within the period specified, “Mortgagee” shall also include a subsequent mortgagee to which a loan covered by Life of Loan Services is sold and/or servicing is transferred.



- e. **Submission of Claims.** Claims related to ServiceLink Certifications or Life of Loan Services shall be submitted to ServiceLink within sixty (60) calendar days of: (1) the date of the uninsured loss; or (2) the date Mortgagee or Borrower discovers that the insurable improvements are not in a Special Flood Hazard Area, as applicable. Failure to notify ServiceLink of any claim within the applicable sixty (60) calendar day period shall release ServiceLink of any obligation with respect to any such claim for which timely notice was not given. For Certifications issued and Life of Loan Services obtained during the term of this Agreement, the provisions of this Section 11 shall survive termination or expiration of this Agreement, provided that required notices are timely given to ServiceLink.
- f. **Disclaimer.** The Provider Information furnished by or for ServiceLink has been obtained from sources deemed reliable. However, ServiceLink and its suppliers do not guarantee: (1) the accuracy or completeness of Provider Information or any Service, except as provided in this Section 11; or (2) that the furnishing of Services will be uninterrupted. CLIENT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS PROVIDED IN THIS SECTION 11, SERVICELINK MAKES NO WARRANTY, REPRESENTATION OR UNDERTAKING, AND SHALL HAVE NO LIABILITY TO CLIENT (OR ANYONE CLAIMING THROUGH CLIENT) WITH RESPECT TO ANY SERVICELINK FLOOD HAZARD CERTIFICATION OR LIFE OF LOAN SERVICES, AND THAT THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR PROVIDED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES RELATING TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. IN NO EVENT SHALL SERVICELINK BE LIABLE TO ANY PERSON OTHER THAN CLIENT.

**11. Limitation of Liability:** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL SERVICELINK OR ANY OF ITS SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY TO CLIENT HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL PUNITIVE, OR EXEMPLARY DAMAGES INCURRED BY CLIENT, REGARDLESS OF HOW SUCH DAMAGES MIGHT ARISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOST PROFITS, LOSS OF REPUTATION, LOSS OF DATA, INJURY TO PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE PROPERTY, OR CLAIMS OF CLIENT FOR SUCH DAMAGE, EVEN IF SERVICELINK WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

THE REMEDIES SET FORTH IN SECTION 11 HEREOF SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF CLIENT FOR ANY BREACH BY SERVICELINK OF ITS OBLIGATIONS UNDER THIS AGREEMENT. IN ANY EVENT, AND NOTWITHSTANDING ANYTHING CONTAINED IN SECTION 11 OR ELSEWHERE IN THIS AGREEMENT THAT MAY BE TO THE CONTRARY, SERVICELINK SHALL HAVE LIABILITY ONLY FOR DETERMINATIONS MADE WITH RESPECT TO PROPERTIES FOR WHICH CLIENT MAKES OR UNDERTAKES TO SERVICE A MORTGAGE LOAN, ON OR SUBSEQUENT TO THE DATE SERVICELINK NOTIFIES CLIENT OF THE RESULTS OF SERVICELINK'S DETERMINATION.

**12. Indemnification:** Client shall indemnify and hold ServiceLink and its suppliers harmless from any liability, damages, cost or expense, including reasonable attorneys' fees and costs, arising out of or resulting from: (a) any breach or nonperformance by Client of any obligations to be performed by Client under this Agreement; (b) Client's negligence, malfeasance, or tortious conduct; (c) any claim based on Client's use of any third-party remote access system provider; and (d) Client shall indemnify and defend ServiceLink from all claims of third parties arising out of Client's actions, representations or omissions related to the Services. Client acknowledges that the Services are furnished in reliance upon Client's indemnities hereunder. Such indemnities shall survive any termination or expiration of this Agreement.

**13. Confidentiality:**



- a. Each party acknowledges that, in the course of performing its respective duties in connection with this Agreement and while exploring prospective business relationships, including, but not limited to, initial and continuing due diligence activities and requests (collectively, the "Purpose"), it may receive or obtain the Confidential Information (as defined below) of the other party. Subject to the exceptions set forth in this Section 14, the Receiving Party (as defined below) agrees that it and its affiliates, and their consultants, employees, accountants, counsel and subcontractors (each a "Representative" and collectively, "Representatives") shall hold all Confidential Information in strict confidence, shall use the Confidential Information only for the Purpose, and shall not disclose the same to any person or entity except: (i) with the prior written consent of the Disclosing Party (as defined below), which consent may be withheld at Disclosing Party's sole discretion, and only to the extent permitted in any such written consent; (ii) to its Representatives who have a need to know the same for the Purpose, provided that each such Representative is under a duty of non-disclosure with respect to such Confidential Information, and is under a duty to implement commercially reasonable measures to maintain the confidentiality, security and integrity of such information, either as a condition to employment, contracting or providing of services, the terms and conditions of which are substantially similar to the terms and conditions applicable to Receiving Party under this Agreement; or (iii) pursuant to any court decree, subpoena or order compelling such disclosure, provided that the Receiving Party shall promptly notify Disclosing Party of any proposed disclosure and shall cooperate in all reasonable respects, in any efforts that the Disclosing Party may elect to oppose such compelled disclosure. Furthermore, and without limiting the generality of anything in the previous sentence, the Receiving Party shall not under any circumstance use the Confidential Information in any way that is detrimental to the Disclosing Party, including, without limitation, reverse engineering any Confidential Information and utilizing any Confidential Information to compete with the Disclosing Party. Recipient shall be responsible for any unauthorized disclosure of Confidential Information by itself or any of its Representatives.
- b. Nothing contained in this Agreement shall be deemed to grant any right or license to the Receiving Party with respect to the Confidential Information or any other proprietary right or information of the Disclosing Party.
- c. The Receiving Party may disclose such Confidential Information if: (i) required by any request or order of any government authority, provided that the Receiving Party shall first notify the Disclosing Party of such requirement and, to the extent reasonable, permit the Disclosing Party to contest such requirement; or (ii) otherwise required by law. Each party therefore agrees that, in such event, the Disclosing Party shall be entitled to obtain injunctive relief against such disclosure or anticipated disclosure in any court of competent jurisdiction, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief shall in no way limit the Disclosing Party's right to obtain other remedies available under applicable laws.
- d. No failure or delay by the Disclosing Party in enforcing any right, power, or privilege created hereunder shall operate as an implied waiver thereof, nor shall any single or partial enforcement thereof preclude any other or further enforcement thereof or the enforcement of any other right, power, or privilege.
- e. Notwithstanding anything to the contrary, Confidential Information shall not include any information that Receiving Party can demonstrate: (i) was in the public domain prior to disclosure to Receiving Party, or thereafter comes into the public domain without the fault or breach of any confidentiality obligation by Receiving Party, its employees or agents; (ii) was known by Receiving Party prior to disclosure; (iii) was acquired in good faith from a third party, and at the time of such acquisition Receiving Party had no knowledge of or reason to believe that such information was wrongfully obtained or disclosed by such third party; or (iv) was independently developed without the use of Confidential Information.
- f. The parties acknowledge and agree that use or disclosure of Confidential Information in violation of this Section 14 would cause irreparable harm to the Disclosing Party and that an award of



monetary damages to the Disclosing Party would not be an adequate means to redress a breach of this Agreement. As such, the Disclosing Party shall be entitled to seek an injunction restraining Recipient and Recipient's employees and agents (as the case may be) from actual or threatened disclosure, in whole or in part, or any unauthorized use of any Confidential Information. Notwithstanding anything to the contrary, nothing in this Section 14 shall be construed as prohibiting the Disclosing Party from pursuing any other legal or equitable remedies available to it, including, without limitation, the recovery of damages.

- g. Notwithstanding anything to the contrary, the obligations set forth in this Section 14 that are imposed upon the Receiving Party with respect to Confidential Information shall be expanded to the extent required under any applicable laws.

- h. **Definitions.** For purposes of this Section 14:

"Confidential Information" shall mean all information, existing currently or later developed, concerning the Disclosing Party, provided or made available to Receiving Party, which information is not publicly disclosed by the Disclosing Party or by any entity having the legal power to do so, whether oral, written, computerized or otherwise, including, without limitation, minimum price guidelines, software and future releases of software, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, pricing and discount schedules, customer lists, customer identification information, supplier lists, financial information, sales and marketing plans, technical and non-technical information, proprietary information, and any other such information that: (i) is disclosed in a written or other tangible form pursuant to the parties performing their respective obligations under this Agreement and is clearly marked with a "confidential" legend or other comparable legend; (ii) is disclosed orally or visually and will be identified as confidential at the time of disclosure and confirmed in writing within a reasonable time; or (iii) a reasonable person would deem confidential under the context of disclosure or due to the nature of the information.

"Disclosing Party" shall mean the party disclosing or delivering the Confidential Information to the Receiving Party, whether such disclosure is directly from the Disclosing Party or through the Disclosing Party's affiliates or their employees or agents.

"Receiving Party" shall mean the party receiving or obtaining the Confidential Information relating to the Disclosing Party hereunder, whether such disclosure is directly from the Disclosing Party or through the Disclosing Party's affiliates or their employees or agents.

**14. Intellectual Property:** Without the prior written consent of the owner thereof, Client shall not use, or permit its employees, agents or subcontractors to use, the trademarks, service marks, logos, names or any other proprietary designations, whether registered or unregistered, of ServiceLink or any of its suppliers, their affiliates or any third-party involved in supplying Provider Information furnished by or for ServiceLink under this Agreement. Nothing in this Agreement shall be deemed to grant Client any right, title or interest (including any license, sublicense, copyright interest, or other proprietary right) in or to any form, process or computer program utilized in the delivery of the Services by or for ServiceLink or any of its suppliers.

**15. Equitable Relief:** In the event that Client breaches its obligations of confidentiality or its obligations regarding the unauthorized use of any Service or any ServiceLink name, intellectual property or proprietary information, Client acknowledges that ServiceLink may be irreparably injured by such breach and shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

**16. Force Majeure:** None of ServiceLink, any of its suppliers, or Client shall be liable for any delay or failure to perform under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of such person including, without





limitation, acts of God or public enemies, riot, terrorism, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delay, fire, earthquakes, flood, epidemics, riots or strikes. Each party agrees to strive to develop and maintain adequate backup systems, procedures and resources to assure its respective performance.

**17. Entire Agreement; Amendments; Severability Waiver:** This Agreement sets forth the entire understanding and agreement between ServiceLink and Client and supersedes any prior or contemporaneous oral or written agreements or representations regarding the subject matter hereof. Client may be required to execute an addendum with additional terms and conditions related to a particular Service before such service is furnished to Client. Current ServiceLink product descriptions are available from ServiceLink and are incorporated herein by reference; such descriptions are subject to change from time to time. The applicable product description in effect at the time an order for a Service is accepted shall govern such order unless otherwise agreed by Client and ServiceLink. No other changes in this Agreement may be made except in a writing executed by an officer of ServiceLink and an authorized representative of Client. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other part of its provisions. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

**18. Notices:** Any notice that either party may desire to give to the other party must be in writing and may be given by personal delivery, by mailing the same registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such persons as the parties may hereafter designate. Any such notice shall be deemed given upon receipt if by personal delivery, three (3) business days after deposit in the United States Mail, if sent by mail pursuant to the foregoing, or one (1) business day after timely deposit with a reputable overnight delivery service.

To ServiceLink:

ServiceLink National Flood, LLC

500 East Border Street

3<sup>rd</sup> Floor

Arlington, Texas, 76010

Attn: Mark Reedy, Managing Director

With a copy to:

ServiceLink National Flood, LLC

601 Riverside Avenue

Jacksonville, Florida, 32204

Attn: Legal Department



To Client:

Name:

Address:

City and State:

Zip Code:

**19. Parties in Interest:** This Agreement shall inure solely to the benefit of Client and ServiceLink, and no provision hereof is intended or shall be construed to provide or confer upon any other person or entity any direct, third party beneficiary or other derivative legal or equitable right, interest, remedy, benefit or claim arising from or in connection with the respective responsibilities, obligations and liabilities of Client and ServiceLink.

**20. Governing Law; Venue; Attorneys' Fees:** This Agreement, and all of the respective rights, duties, responsibilities, obligations and liabilities of the parties hereto, shall be interpreted and construed pursuant to and in accordance with the internal laws (but not the conflicts of law) of the State of Texas. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Tarrant County, Texas. Should any arbitration, legal action or proceeding be commenced by either party in order to enforce this Agreement or any term hereof, or in connection with any alleged dispute, breach, default or misrepresentation in connection with any provision hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred arising under such arbitration or proceeding, including costs of investigation, experts, negotiation and preparation of any settlement arrangements, in addition to such other relief as may be granted.

**21. Assignment:** Neither this Agreement nor any rights or obligations hereunder may be assigned by Client without the prior written consent of ServiceLink. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither the terms of this Agreement nor any performance hereunder shall be construed to create any rights in any person other than the parties to this Agreement.

*Client has read and understands this Agreement. Client certifies that all information provided to ServiceLink is true, accurate and complete. When accepted by ServiceLink in its discretion, this Agreement establishes the agreement between the parties with respect to the subject matter hereof.*

ServiceLink Schedule of Supplemental Terms and Conditions

Term

- a) Initial Term: Four (4) years from the date hereof
- b) Renewal Terms: Successive one (1) year terms

This exclusive Agreement shall be renewable for successive Renewal Terms, as set forth above, without notice unless either party shall have given notice at least thirty (30) calendar days prior to the expiration of the Initial or any Renewal Term of its intent not to renew this Agreement. For Certifications issued during the Term of this Agreement, the provisions of Section 11, Claims, shall survive termination or expiration of this Agreement provided that required notices regarding such claims are timely to ServiceLink.





## Appendix 22

### Advanced Data Verification Services Agreement

This Appendix (“Addendum”) is made and entered into as of the execution date of the Agreement with Advantage Credit (“Effective Date”), by and between Advanced Data, a Pennsylvania Corporation, (hereinafter referred to as “Advanced Data”) and the end user client of Advantage Credit (“Client”), and subject to the Agreement. Advantage Credit and Advanced Data’s acceptance of this Addendum and the resultant relationship with the Client is conditioned upon the prior execution of the Agreement by the Client.

A 4506-T form is accessible here: <https://www.irs.gov/pub/irs-pdf/f4506t.pdf>.

#### Services.

1. Advanced Data shall obtain for the Client tax return transcripts of individuals pursuant to a fully completed written authorization to be provided to Advanced Data by Client, signed by the individual (IRS Form 4506-T). A tax return transcript includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return Transcripts are available for the current year and returns processed during the prior three (3) processing years. Account Transcripts contain information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by borrower or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Records of Account are a combination of line-item information and later adjustments to the account. Return Transcripts, Account Transcripts, and Records of Account are collectively referred to as “Tax Transcripts.”
2. Client represents that every IRS Form 4506-T submitted to Advanced Data was obtained directly from the individuals for whom the Tax Transcripts are sought, and that Client intends to use the Tax Transcripts only for lawfully permitted purposes.
3. Advanced Data shall obtain for the Client Verification of Employment/Income of individuals pursuant to a fully completed written authorization to be provided to Advanced Data by Client, signed by the individual. A total of two (2) verifications shall be provided for current employment, one directly following receipt of the written authorization and one three (3) days prior to loan closing. A verification of employment (“VOE”) includes information regarding the status of the employment of the individual, including verification of employer, start date, end date if applicable, position, and verifier’s name/position. A verification of income (“VOI”) includes obtaining a completed Form 1005 from the employer with information regarding the status of the employment of the individual, start date, end date if applicable, compensation, position, and signature of verifier with verifier’s name/position. The report provided directly following receipt of the written transcript will act as a means of comparison for both the information provided by the individual and the information collected from the second verification of employment. This process intends to indicate that no unreported changes have occurred in the employment status of the individual.
  - a. eVoE™ is a verification of employment tool used by the lender to request the VOE directly from the Employer of the Borrower/Co-Borrower. The lender accepts responsibility for verifying who the recipient is receiving the eVoE, which is sent by email, and verifying who completes the eVoE. Though eVoE utilizes multi-factor authentication, it is the responsibility of the lender to confirm all parties providing data for the VOE. If the eVoE is not returned in a timely manner, the lender may choose to upgrade the eVoE which sends the order to Advanced Data’s VOE Division to complete.
  - b. eVoE™ utilizes eSignature technology which is an extra fee in addition to the eVoE charge.



- c. When eVoE is used via an LOS, a nominal fee may be charged, even if the eVoE is not completed by the employer.
4. When a VOE/VOI can only be obtained through a Third-Party Automation Verification of Employment service, Advanced Data will utilize the service and pass through the Third-Party fee to the Client, as well as charging the Advanced Data fee. If the Third Party requires the Client to have a separate account, Advanced Data will assist Client with the sign-up process. If employment information returned by the Third Party is not sufficient a separate order can be placed by Client to obtain further detailed employment or payroll data.
5. When Client requires further conditions beyond the scope of the completed VOE, further charges may be applied by Advanced Data.
6. Equifax Verification Services ("EVS"): The Work Number. If Client requests information that is obtained from The Work Number, the following additional terms apply:
  - a. Client Obligation.
    - i. Client certifies that It will order data from the Service only when Client intends to use the data (i) in accordance with the Fair Credit Reporting Act ("FCRA" and all state law FCRA counterparts) as though the data is a consumer report, and (ii) for one of the following FCRA permissible purposes; (1) in connection with a credit transaction involving the Consumer on whom the data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with the underwriting of insurance involving the Consumer, (3) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with an existing credit obligation, (4) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, (5) when Client otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; or (6) for employment purposes and for no other purpose.
    - ii. Client certifies that before ordering data to be used in connection with employment purposes, it will clearly and conspicuously disclose to the subject Consumer, in a written document consisting solely of the disclosure, that Client may obtain data for employment purposes and will also obtain the Consumer's written authorization to obtain or procure data relating to that Consumer. Client further certifies that it will not take adverse action against the consumer based in whole or in part upon the data without first providing to the Consumer to whom the data relates a copy of the data and a written description of the Consumer's rights as prescribed by the CFPB, and also will not use any data in violation of any applicable federal or state equal opportunity law or regulation.
    - iii. Client certifies that it will comply with applicable provisions under Vermont law. In particular, Client certifies that it will order data relating to Vermont residents only after Client has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Client further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Appendix 8 was received.
    - iv. Client may use the data provided through the Service only as described in this Addendum. Client may reproduce or store the data obtained from the Service solely for its own use in accordance with this Addendum, and will hold all data obtained from the Service under this Addendum in strict confidence and will not reproduce, reveal, or make it accessible in whole



or in part, in any manner whatsoever, to any others unless required by law, or unless Client first obtains EVS's written consent; provided, however, that Client may discuss Consumer data with the data subject when Client has taken adverse action against the subject based on the data. Client will not provide a copy of the data to the Consumer, except as may be required or permitted by law or approved in writing by EVS, except in any state where this contractual prohibition would be invalid. Client will refer the Consumer to EVS whenever the Consumer disputes the data disclosed by Client. Client will not interpret the failure of EVS to return data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.

- v. Client will comply with the provisions of all applicable federal, state and local laws, including but not limited to the FCRA, the Federal Equal Credit Opportunity Act, as amended (the "ECOA"), all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to the Consumer.
- vi. Client acknowledges it shall employ decision-making processes appropriate to the nature of the transaction and in accordance with industry standards and will use the data as part of its processes.

#### 7. DISCLAIMERS OF WARRANTIES, LIMITATION OF LIABILITY.

EVS NOR ADVANCED DATA MAKE, AND THERE ARE, NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RESPECTING ANY EVS INFORMATION OR ANY OTHER MACHINERY, EQUIPMENT, MATERIALS, PROGRAMMING AIDS OR OTHER ITEMS UTILIZED BY CLIENT IN CONNECTION WITH OR RELATED TO, ANY INFORMATION SERVICES OR EVS INFORMATION FURNISHED TO CLIENT OR TO ANY SUBSCRIBERS.

EXCEPTING THE INDEMNIFICATION RIGHTS, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ADDENDUM, INCLUDING ANY AND ALL AMENDMENTS TO IT, NEITHER PARTY, NOR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AFFILIATED COMPANIES OR AFFILIATED CREDIT BUREAUS WILL BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS.

- 8. INDEMNIFICATION. Client will indemnify and hold harmless Advanced Data, Advantage Credit, Inc., EVS and the EVS Entities from and against any and all liabilities, claims, losses, demands, actions, causes of action, damages, expenses (including, without limitation, attorneys' fees and costs of litigation), or liability, arising from or in any manner related to any allegation, claim, demand or suit, whether or not meritorious, brought or asserted by any third party in any way arising out of (i) any actual or alleged negligence or intentional act of Client, whether or not any negligence of EVS is alleged to have been contributory thereto, (ii) the failure of Client to duly and fully perform its obligations under this Addendum, (iii) the failure of Client to insure the reliable and accurate delivery of EVS Information, misuse or improper access to EVS Information by Client, or (iv) the failure of Client to comply with applicable laws or regulations.
- 9. AUDIT. EVS shall have the right to audit Client's performance under this Addendum, from time to time, during normal business hours, at all locations containing relevant records, with ten (10) days prior notice to Client. Client shall (i) fully cooperate with and in such audit, and (ii) promptly correct any discrepancy revealed by such audit. Client shall provide EVS or its designee access to properties, records and personnel as EVS may reasonably request to conduct such audit(s).
- 10. NO THIRD PARTY BENEFITS. Advanced Data and Client acknowledge and intend that this Addendum was entered into solely for the respective benefit of each of them and their respective successors and



assigns and nothing in this Addendum will be construed as giving any person, firm, corporation or other entity, other than the parties to this Addendum and their respective successors and permitted assigns any right, remedy or claim under or in respect of this Addendum or any of its provisions.

11. Advanced Data shall verify an individual's name, social security number ("SSN") and date of birth. This service is designed to provide you with only a "yes" or "no" verification of whether the SSN is verified to be associated with the listed borrower's name within the Social Security Administration's records. If Advanced Data's records show that the SSN holder is deceased, Advanced Data will return a death indicator to Client. Advanced Data's verifications do not verify an individual's identity. Advanced Data does not verify employment eligibility, nor does it interface with the Department of Homeland Security's ("DHS") verification system, and it will not satisfy DHS's I-9 requirements.
12. Advanced Data also provides the following services which the lender may utilize at their discretion: VOA ("Verification of Assets"), VOD ("Verification of Deposit"), VOM ("Verification of Mortgage"), VOR ("Verification of Rental").
13. The following acknowledgements are required by the Social Security Administration (SSA):

The Client agrees that it shall use all SSN verifications only for the purpose stated on the SSA-89 form, and shall make no further use or re-disclosure of the verification; and Section 1140 of the Social Security Act authorizes the 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 Advanced Data and the Client are 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 Advanced Data and the Client are specifically prohibited from advertising that SSN verification provides or serves as identity verification; and The SSA has the right of access to all Advanced Data books and records associated with the Consent Based Social Security Number Verification (CBSV) program at any time; and The Client agrees to follow the requirements for safeguarding and reporting the loss of Personally Identifiable Information (PII) as outlined in Article 6.

#### **Consideration.**

1. In exchange for engaging the services of Advanced Data as set forth in Article 2 of this Addendum, Client shall pay for Advanced Data services as invoiced by Advantage Credit.
2. Client will be charged a processing fee of \$50.00 for any item returned unpayable, in addition to other collection remedies in the event Advanced Data is deemed to be the prevailing party in any action to collect fees due and owing from Client.

**Limitation of Liability.** Advanced Data obtains information directly from various third party private and public sources over which it has no control. These sources of information are considered reliable. However, Client acknowledges, understands, and agrees that Advanced Data is not an insurer or guarantor of the accuracy of the information contained in any report and expressly waives any and all claims against Advanced Data for any loss or injury to Client resulting from obtaining or furnishing, or failing to obtain or furnish such information. Advanced Data agrees that it will accurately transmit to client the information it receives from such sources.

#### **Confidentiality.**



1. "Confidential Information" means all recorded or oral information or data (including without limitation, intellectual property, techniques, research, financial information, business plans, procedures, know-how, computer programming, software, policies, agreements, marketing plans, data, data sources, engineering, manufacturing, sales, operating, costs, reports, analysis, compilations, summaries, studies and any other material or information or any materials based thereon) provided by one party to the other party in connection with this Addendum. Confidential Information shall remain the property of the party from or through whom it was provided.
2. Each party shall: (i) restrict disclosure of the other party's Confidential Information to employees and agents solely on a "need to know" basis in order to perform obligations and/or exercise rights under the Addendum; (ii) advise its employees and agents of their confidentiality obligations; (iii) use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own Confidential Information of similar importance, but under no circumstances less than a reasonable amount of care; (iv) establish procedural, physical and electronic safeguards designed to prevent the compromise or unauthorized disclosure of Confidential Information; and (v) notify the other party of any unauthorized possession or use of its Confidential Information as soon as possible following notice of that unauthorized use or possession. Each party shall be responsible for any breach of this nondisclosure section by any of its employees, attorneys, accountants, agents, contractors, consultants, or other representatives.
3. Neither party shall be obligated to preserve the confidentiality of any information that: (a) was previously known to the receiving party on a non-confidential basis; (b) is a matter of public knowledge; (c) was or is independently developed by the receiving party without reference to the other party's Confidential Information; (d) is released for disclosure with written consent of the disclosing party; or (e) is received from a third party to whom the information was disclosed without restriction. Disclosure of Confidential Information shall be permitted if that disclosure is: (1) required by law; or (2) in response to a valid order of a U.S. court, regulatory agency, or other governmental body, provided that (if legally permitted) the disclosing party receives written notice and is afforded a reasonable opportunity to obtain a protective order.
4. Advanced Data will not use or disclose any nonpublic personal information as defined at 16 CFR 313.3(n) ("NPI") provided by Client to the extent prohibited by any governmental agency, common law, regulation, rule, decision, policy having the force of law, ordinance, court order or other legal requirement, including, without limitation, the Fair Credit Reporting Act, 15 U.S.C. Sections 1681 et seq. (the "FCRA") and Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sections 6801 et seq. (the "GLBA" and together with the FCRA, collectively, the "Laws"). Advanced Data will develop, implement, maintain, and use appropriate and effective administrative, technical, and physical safeguards as required by the Laws to prevent unauthorized or prohibited use of NPI and to dispose of it in a secure manner. Advanced Data will keep such security measures current and documented in written policies, procedures, and guidelines, which Advanced Data will provide to Client upon written request. In order to accelerate notifications of a breach, Advanced Data will reimburse Client for costs incurred in notifying Client's customers and clients of a security breach which is principally caused by an act or omission of Advanced Data or its employees, agents or representatives.
5. Both parties expressly agree that monetary damages alone may be inadequate to compensate the other party for any breach of the covenants and agreements set forth in this Article 5 and that in the case of a violation or threatened violation, in addition to any other remedies that may be available in law, in equity, or otherwise, the disclosing party shall be entitled to obtain injunctive relief without the necessity of proving actual damages and without bond.
6. The receiving party shall at any time upon the disclosing party's written request, or upon termination of this Addendum, either return or destroy, at the receiving party's option, the disclosing party's Confidential Information. Notwithstanding the foregoing, either party may keep a copy of the other party's Confidential Information solely for maintaining reasonably appropriate business records in





conformity with the party's record retention protocols or as may be required by the Addendum or applicable law.

### **Protecting and Reporting the Loss of Personally Identifiable Information ("PII").**

1. PII is defined here as any information about an individual maintained by an entity, including (1) any information that can be used to distinguish or trace an individual's identity, such as but not limited to name, SSN, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked to an individual, such as medical, educational, financial, and employment information. "Authorized User" in this Addendum shall mean: any employee, agent, third party, person, staff, contractor, subcontractor, independent contractor, any entity whatsoever or otherwise that handles or has access to PII in any manner whatsoever, whether on paper or stored electronically, that is authorized by Client to handle or have access to PII.
2. The Client's Responsibilities in Safeguarding PII.
  - a. The Client is responsible for safeguarding PII. Client shall establish, maintain, and follow its own policy and procedures to protect PII, including policies and procedures for reporting lost or compromised, or potentially lost or compromised, PII.
  - b. The Client shall inform its Authorized Users which handle PII of their additional and individual responsibility to safeguard such information. The Client shall, within reason, take appropriate and necessary action to: (1) educate Authorized Users on the proper procedures designed to protect PII; and (2) enforce their compliance with the policy and procedures prescribed and (3) ensure all Authorized Users properly safeguard PII from loss, theft, or inadvertent disclosure. Client and each Authorized User is responsible for safeguarding PII information at all times, regardless of whether or not the User is at his or her regular duty station.
3. Reporting Lost, Compromised, or Potentially Compromised PII
  - a. When either Party or Client's Authorized User (Discovering Party "DP") becomes aware or suspects that PII provided by Advanced Data has been lost, compromised, or potentially compromised, the DP, in accordance with its incident reporting process, shall provide immediate notification of the incident to the primary Advanced Data or Client's contact. If the primary Advanced Data or Client's contact is not readily available, the DP shall immediately notify one of two Advanced Data or Client's alternates, if names of alternates have been provided. The Client shall act to ensure that each Authorized User DP has been given in-formation as to who the primary and alternate Advanced Data and Client's contacts are and how to contact them.

In all cases of a possible lost, compromise or breach of PII provided by Advanced Data, all Parties shall be notified to coordinate an investigation and division of responsibility of the investigation.
  - b. Each Party shall provide the primary contact or the alternate of the other Party, as applicable, with updates on the status of the reported PII loss or compromise as they become available but shall not delay the initial report.
  - c. The Party suffering the loss shall provide complete and accurate information about the details of the possible PII loss to contact/alternate, including the following in-formation:
    - i. Contact information (for the Party);



- ii. A description of the loss, compromise, or potential compromise (i.e., nature of loss/compromise/potential compromise, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location of the loss;
- iii. A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.);
- iv. Name of Party's employee contacted;
- v. Whether any Party or the DP has contacted or been contacted by any external organizations (i.e., other agencies, law enforcement, press, etc.);
- vi. Whether the Party or the DP has filed any other reports (i.e., Federal Protective Service, local police, and SSA reports); and
- vii. Any other pertinent information

**Client Acknowledgments.** Client hereby acknowledges and agrees as follows:

1. Client is a duly organized sole proprietorship, partnership, limited liability company or corporation, as applicable, and validly existing and in good standing in the jurisdiction in which it is formed and any other jurisdiction in which it is registered to do business;
2. The execution and delivery of this Addendum and Client's compliance with all of the covenants, terms and conditions herein have been duly authorized by the requisite action of the Client, in conformity with its organizational documents and/or the applicable laws of its jurisdiction; and has been duly executed and delivered by the duly authorized officer or signatory below;
3. Client will at all times throughout the term of this Addendum, comply with and adhere to its responsibilities under the Laws and its obligations under Article 5, and, in the event of any breach or violation, or threatened breach or violation, of the Laws and/or its obligations under Article 5, will notify Advanced Data in a timely manner so that such violation may be remedied in the discretion of Advanced Data;
4. Client will not sell, transfer, or otherwise dispose of the information received as a result of the services to be performed hereunder, to any other entity or person, without the express prior written consent of Advanced Data.

**Miscellaneous.**

1. The person(s) signing this Addendum on behalf of the Client and Advanced Data represent and warrant that they are authorized to do so.
2. This Addendum shall not be amended or modified in any respect, and none of the provisions of this Addendum shall be waived, except by an instrument in writing signed by the party against whom enforcement is sought.
3. Headings. The Article headings of this Addendum are for convenience of reference only and do not form a part of this Addendum and do not in any way limit, modify, interpret, or construe the provisions of this Addendum.
4. Notices. Any notice required or permitted hereunder shall be in writing and shall be delivered in person or by prepaid, first class, registered mail, with return receipt requested, or overnight courier, addressed to the parties at the address herein above or such other address as last provided to the other party by written notice.
5. Such notices shall be deemed to have been duly given and received when delivered in person or one day after dispatched by a reputable overnight courier or three days after dispatched by registered or certified mail, properly addressed postage prepaid.





6. **Assignment.** This Addendum and any rights hereunder shall not be assignable by any party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld.
7. **Binding Effect.** This Addendum and any modification, amendment or waiver shall be binding upon each of the parties hereto and their representatives, heirs, successors and permitted assigns.
8. **No Waiver Remedies.** No failure on the part of any party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof. No waiver of any breach by any party of the terms and conditions hereof shall operate as a waiver of any other and further breach of any of the terms and conditions hereof, or of any he remedies provided by law or equity.
9. **Governing Law, Jurisdiction and Venue.** This Addendum shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania without regard to the conflict of laws provisions thereof. Each of the parties hereby expressly and irrevocably submit to the jurisdiction and venue of a court sitting in the Commonwealth of Pennsylvania, Pike County, in any action or proceeding arising out of or relating to this Addendum and expressly and irrevocably waives any immunity from jurisdiction thereof and any claim of improper venue, forum non convenience or any similar basis to which it might otherwise be entitled in any such action or proceeding.
10. **Further Actions.** All parties agree to execute, acknowledge, and deliver in proper form such additional documents and perform such further actions as may be necessary or appropriate to effectuate the provisions of this Addendum.
11. **Counterparts.** This Addendum may be executed in two or more counterparts, each of which shall be deemed an original and which together shall constitute one Addendum.
12. **Representations Survival.** The representations, warranties, covenants, and agreements herein contained shall survive any termination of this Addendum.
13. **Construction.** This Addendum has been reviewed by counsel to all parties hereto and shall be deemed prepared by both counsel. Any ambiguities shall not be deemed to construe against either party hereto.
14. **Terminology.** All personal pronouns used in the Addendum, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa, as the context may require.
15. **Severability.** If any terms or part of this Addendum shall be determined to be illegal, invalid, or otherwise unenforceable for any reason whatsoever, the remaining terms of this Addendum shall nonetheless remain in full force and effect.
16. **Misuse of Information.** If a Client or one of its employees misrepresents to Advanced Data the reason for a report or requests a report for an impermissible purpose, Advanced Data may terminate service without notice in addition to other remedies available to Advanced Data. Client understands that its misuse of or improper request for information may have a direct impact upon Advanced Data and may cause it to be unable to obtain information for any of its clients resulting in substantial damages for which Client would be liable. Further, those involved in such improper requesting may be subject to criminal penalties of imprisonment and/or significant fiduciary penalties.



17. If a Verification of Employment or a Verification of Deposit is returned from an employer or financial institution directly to the Client rather than Advanced Data, the Client must forward the verification to Advanced Data in order for the request to be complete.

**Right to Monitor Performance.**

1. Advanced Data acknowledges that pursuant to regulatory guidance, including the Office of the Comptroller of the Currency (OCC) Bulletin 2001-47, and associated rules and regulations, Client is required to engage in ongoing oversight of its relationship with Advanced Data, including, but not limited to reviewing Advanced Data's financial condition, its internal controls, compliance with privacy laws and consumer regulations, insurance coverage, and performance under this Addendum.
2. Advanced Data agrees to reasonably cooperate with Client in monitoring Advanced Data's performance under this Addendum and to timely provide Client with updated reports and information in such form as Client may reasonably request and at no cost to Client. Examples of reports and information that may be requested by Client include policies and procedures, financial statements, SSAE16 Controls Reviews, intrusion testing and results, insurance certifications and disaster recovery/business resumption plan and testing.

**Termination.** This Addendum will remain in full force and effect from the Effective Date until either party gives written notice of termination to the other at least ninety (90) days prior to the termination date. However, if Client is delinquent in the payment of charges or violates the terms of this Addendum, including its obligation to comply with the FCRA, EVS may, at its election, discontinue providing services to Client and cancel this Addendum immediately by written notice to Client. If this Addendum is terminated for any reason, all indemnification, defense and hold harmless obligations contained in this Addendum will survive termination and will remain in full force and effect as to all Information Services requested by Client or any Qualified Subscriber.



## Appendix 23

### LEXISNEXIS Requirements

To the extent that Customer receives LEXISNEXIS materials and products through Advantage Credit, Client agrees to comply with the General Terms and Conditions for Use of Advantage Credit services contained at the following website: [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general) (the "General Terms"). The General Terms are hereby incorporated into this Agreement by reference.

**Copyrighted and Trademarked Materials.** Client shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the Advantage Credit services.

**SSN and DL data.** If Client is authorized by Advantage Credit to receive SSN and DL data, and Client obtains SSN and DL data through the Advantage Credit services, Client certifies it will not use the SSN and DL data for any purpose other than as expressly authorized by Advantage Credit policies, the terms and conditions herein, and applicable laws and regulations.

Client shall not use any Advantage Credit services supplied by LexisNexis Risk Solutions for marketing purposes or resell or broker the LexisNexis services to any third party and shall not use said services for personal (non-business) purposes.

**National Change of Address Database.** Advantage Credit is a licensee of the United States Postal Service's NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Client receives all or a portion of the NCOA Database through the Advantage Credit services, Client hereby certifies to Advantage Credit that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Client agrees to complete, execute, and submit to Advantage Credit the NCOA Processing Acknowledgement Form.

**LexisNexis 'Section B' Terms and Conditions.** Regarding the use of LexisNexis data:

(A) Client certifies that it will not use any of the information it receives through the Advantage Credit services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account;

(B) by way of clarification, without limiting the foregoing, Client may use, except as otherwise prohibited or limited by this Agreement, information received through the Advantage Credit services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to collect a debt, provided that such debt collection does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; or

(6) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes;



(C) specifically, if Client is using the Advantage Credit services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Client shall not use the Advantage Credit services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Client may, consistent with the certification and limitations set forth in this section (viii), use the Advantage Credit services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and

(D) Client shall not use any of the information it receives through the Advantage Credit services to take any "adverse action," as that term is defined in the FCRA.

**MVR Data.** If Client is permitted to access Motor Vehicle Records ("MVR Data") from Advantage Credit, without in any way limiting Client's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Client shall not use any MVR Data provided by Advantage Credit, or portions of information contained therein, to create or update a file that Client uses to develop its own source of driving history information.
- (b) As requested by Advantage Credit, Client shall complete any state forms that Advantage Credit is legally or contractually bound to obtain from Client before providing Client with MVR Data.
- (c) Advantage Credit (and certain third-party vendors) may conduct reasonable and periodic audits of Client's use of MVR Data. Further, in response to any audit, Client must be able to substantiate the reason for each MVR Data order.

**American Board of Medical Specialties ("ABMS") Data.** If Client is permitted to access ABMS Data from Advantage Credit, Client shall not use, nor permit others to use, ABMS Data for purposes of determining, monitoring, tracking, profiling or evaluating in any manner the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

**HIPAA.** Client represents and warrants that Client will not provide Advantage Credit with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

**Retention of Records.** For uses of GLB Data, DPPA Data and MVR Data, as described in Sections I(ii), I(iii) and I(ix), Client shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

**Security.** Client will hold the credit information in strict confidence and will restrict access to all consumer information to Client's (i) employees and clients who agree to act in accordance with the terms of this Agreement and applicable law, and (ii) to those employees who have a need to know as part of their official duties. Client will ensure that none of its employees shall obtain and/or use any information/data obtained from Advantage Credit for personal reasons.

**Performance.** Advantage Credit will use commercially reasonable efforts to deliver the Advantage Credit services requested by Client and to compile information gathered from selected public record sources and other sources used in the provision of the Advantage Credit services; provided, however, that Client accepts all information "AS IS." Client acknowledges and agrees that Advantage Credit obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Client shall not rely



on Advantage Credit for the accuracy or completeness of information supplied through the Advantage Credit services. Without limiting the foregoing, the criminal record data that may be provided as part of the Advantage Credit services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Client understands that Client may be restricted from accessing certain Advantage Credit services which may be otherwise available. Advantage Credit reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the Advantage Credit services. In the event that Advantage Credit discontinues a material portion of the materials and features that Client regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Client has subscribed, Advantage Credit will, at Client's option, issue a prorated credit to Client's account.

**Intellectual Property; Confidentiality.** Client agrees that Client shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the Advantage Credit services' information, programs or computer applications. Client acknowledges that Advantage Credit (and/or its third-party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the Advantage Credit services and the data and information that they provide. Client shall use such materials in a manner consistent with Advantage Credit's interests and the terms and conditions herein, and shall notify Advantage Credit of any threatened or actual infringement of Advantage Credit's rights. Notwithstanding anything in this Agreement to the contrary, Advantage Credit or Advantage Credit's data provider shall own Client's search inquiry data used to access the Advantage Credit services (in the past or future) and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations. Client and Advantage Credit acknowledge that they each may have access to confidential information of the disclosing party (Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of Advantage Credit's information, product information, pricing information, product development plans, forecasts, data contained in Advantage Credit services, and other business information Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third party and received in good faith and without any duty of confidentiality by the Receiving Party or the third party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth in the Official Code of Georgia Annotated § 10-1-761(4). Each receiving party (Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.



**Survival of Agreement.** Provisions within Advantage Credit's Service Agreement related to release of claims; indemnification; use and protection of information, data and Advantage Credit services; payment for the Advantage Credit services; audit; Advantage Credit's use and ownership of Client's search inquiry data; disclaimer of warranties; security; client data and governing law shall survive any termination of the license to use the Advantage Credit services.

**Employee Training.** Client shall train new employees prior to allowing access to Advantage Credit services on Client's obligations under this Agreement, including, but not limited to, Advantage Credit's Service Agreement requirements and restrictions, with extra emphasis on security measures and appropriate access and handling of any and all data received from/accessed via Advantage Credit. Client shall conduct a similar review of its obligations under Advantage Credit's Service Agreement with existing employees who have access to Advantage Credit services no less than annually. Client shall keep records of such training.

**Changes in pricing, and changes to other provisions of Advantage Credit's Service Agreement.** Any changes to pricing that Advantage Credit shall make from time to time may be conveyed to Client via e-mail, online "click wrap" amendments, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual designated as Primary Account Contact for the Client.

**Privacy Principles.** With respect to personally identifiable information regarding consumers, the Client agrees to create, maintain and adhere to Principles of Data Privacy based upon or substantially similar to the Data Privacy Principles of LexisNexis, whose Principles may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data. Client agrees that Client (including its directors, officers, employees or agents) will comply with these Principles or Client's own comparable privacy principles, policies, or practices. LexisNexis' Principles are available at: <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>.





## Appendix 24

### LexisNexis® Liens & Judgments

**Clients receiving products and services from LexisNexis are bound by the terms of this Addendum:**

**RiskView™ Liens & Judgments Report (Consumer Report)**

Consumer report provided by LexisNexis, which includes detailed records of any potential liens and judgments linked to the applicant. Consumers may dispute the information as this may be considered a consumer report as defined by the FCRA (15 U.S.C. § 1681, et seq.). The report can be delivered at same time as credit report or separately, on demand through the Advantage Credit secure website.

**L&J Search (Accurint Search™; non-FCRA fraud prevention and application validation tool)**

Non-FCRA data provided by LexisNexis may only be used to identify potential fraud when validating borrower declaration on the mortgage loan application (1003). The data may **not** be used to determine creditworthiness, credit standing, credit capacity or any other purpose under the FCRA. The report can be delivered at same time as credit report, or separately on demand through the Advantage Credit secure website.

**Terms & Conditions.**

As a condition to receiving the L&J Search, Client certifies its understanding that the information contained in this report is provided to supplement the Client's other processes to identify potential liens and judgments that are public record. The data is gathered from multiple third-party sources and is based on the input data. Source data often does not include multiple data points to identify the individual to whom the information belongs, is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect and cannot be guaranteed. Before relying on any data, it should be independently verified and it is Client's responsibility to request sufficient information from its applicant to confirm that the information belongs to the Client's applicant. This report or data may not be resold by Client. Neither LexisNexis, their suppliers nor Advantage Credit are liable for claims or damages arising from the use of these Services, beyond the fee for the search performed.

**Compliance with Applicable Laws.**

For all non-public data, Client acknowledges, understands and agrees that the use and disclosure of the data may be restricted by law, including, but not limited to, the Fair Credit Reporting Act (15 U.S.C. §§ 1681 *et. seq.*) ("FCRA") and Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801 *et. seq.*) and the applicable implementing regulations, 12 CFR Part 1016 and 16 CFR Part 313) ("GLBA"), and any amendments thereto, regulations promulgated thereunder, or legislation enacted to add to or supplant any of the foregoing, including, but not limited to, legislation of any federal, state, provincial or local governmental authority, or any agency, department, bureau, division or other unit of any of the foregoing ("Jurisdiction"), which incorporates any such law, including without limitation the FCRA and/or GLBA, in whole or in part, or any similar legislation of any Jurisdiction based upon or modeled, in whole or in part, on any such law, including without limitation the FCRA and/or GLBA. Client must not use, publish or otherwise disclose, or authorize or permit others to use, publish or otherwise disclose, any data for any purpose or in any manner that violates any federal, state or local law, rule or regulation, including, but not limited to, the FCRA, GLBA and any rules or regulations promulgated thereunder from time-to-time, as well as any other laws regarding access to, use or disclosure of the data or any similar data, or any applicable privacy, data collections or consumer protection laws (collectively hereinafter referred to as "Applicable Laws"). Client is responsible for understanding, staying current and complying with all Applicable Laws. If at any time Client and Advantage Credit disagree regarding the intent, effect, necessity to comply with or the interpretation of any Applicable Laws, Client must conform to Advantage Credit's interpretation thereof.





**GLBA Uses.** Client certifies that it will only use the Service and Data for one of the following listed purposes expressly permitted under the GLBA, and that they will not use the Service or Data for a prohibited or restricted use or purpose. Client certifies that it will not resell any of the Data or Service and the only user of the data is the Client.

**RESTRICTED USES FOR NON-PUBLIC DATA:**

1. MAY NOT BE USED TO LOCATE PEOPLE TO DEVELOP A NEWS STORY
2. MAY NOT BE USED FOR LOCATING LOST LOVED ONES, FRIENDS, OR FAMILY FOR PERSONAL REASONS
3. MAY NOT BE USED FOR PURPOSES THAT MAY CAUSE PHYSICAL OR EMOTIONAL HARM TO THE SUBJECT OF REPORT
4. MAY NOT BE USED FOR INDIVIDUALS INVOLVED IN AN ADOPTION
5. MAY NOT BE USED TO LOCATE INFORMATION OR DATA ON WELL KNOWN/HIGH PROFILE CELEBRITIES OR GOVERNMENT OFFICIALS
6. MAY NOT BE USED FOR PURPOSES THAT ARE NOT WITHIN YOUR STATED NORMAL COURSE OF BUSINESS
7. MAY NOT BE USED FOR ANY PURPOSE WHICH IS NOT LISTED AS A PERMISSIBLE USE FOR NON-PUBLIC DATA OR WHICH IS VIOLATIVE OF ANY APPLICABLE LAW.

**PERMISSIBLE USES FOR NON-PUBLIC DATA:**

1. FOR USE AS NECESSARY TO EFFECT, ADMINISTER OR ENFORCE A TRANSACTION AUTHORIZED BY THE CONSUMER;
2. FOR USE TO PREVENT ACTUAL OR POTENTIAL FRAUD, UNAUTHORIZED TRANSACTIONS, CLAIMS OR OTHER LIABILITY;
3. FOR USE IN REQUIRED INSTITUTIONAL RISK CONTROL PROGRAMS;
4. FOR USE IN RESOLVING CUSTOMER DISPUTES OR INQUIRIES;
5. FOR USE BY PERSONS, OR THEIR REPRESENTATIVES, HOLDING A LEGAL OR BENEFICIAL INTEREST RELATING TO THE CONSUMER;
6. FOR USE BY PERSONS ACTING WITH THE CONSUMER'S CONSENT IN A FIDUCIARY OR REPRESENTATIVE CAPACITY;
7. FOR USE IN COMPLYING WITH FEDERAL, STATE OR LOCAL LAWS, RULES AND OTHER APPLICABLE LEGAL REQUIREMENTS; AND
8. FOR USE IN AND TO THE EXTENT SPECIFICALLY PERMITTED OR REQUIRED UNDER OTHER PROVISIONS OF LAW AND IN ACCORDANCE WITH THE RIGHT TO FINANCIAL PRIVACY ACT OF 1978, TO LAW ENFORCEMENT AGENCIES (INCLUDING A FEDERAL FUNCTIONAL REGULATOR, THE SECRETARY OF THE TREASURY, A STATE INSURANCE AUTHORITY, OR THE FEDERAL TRADE COMMISSION), SELF- REGULATORY ORGANIZATIONS, OR FOR AN INVESTIGATION ON A MATTER RELATED TO PUBLIC SAFETY.

**Additional Compliance Obligations.** Client shall comply with all applicable law and all rules and guidelines established from time to time by applicable suppliers of Advantage Credit. Client shall not, directly or indirectly: (i) compile a database with any of the information or data obtained by use of any of the Services ("Information"), including for the purpose of reselling or providing access to any of the Information, or creating a service that is not expressly contemplated by this Agreement; (ii) sell or provide access to any of the Information obtained in any transaction; or (iii) sell or provide access to any of the Information other than in accordance with applicable law and the terms of this Agreement.

**Audit Rights.** Advantage Credit shall, as appropriate or necessary, have the right to (1) perform audits of Client to verify that Client understands and is complying with applicable law and the terms of this Agreement; (2) request and review Client's policies, procedures, internal controls, and training materials, to ensure that Client conducts appropriate training and oversight of employees and agents



that have consumer contact or compliance responsibilities; and (3) terminate this Agreement where Client or an Authorized User is found materially to be in derogation of any duty created, or in violation of a regulation or law promulgated, by an applicable regulatory authority.

**Consumer Reports.** The Services do not provide a “consumer report” as that term is defined in Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et. seq. and the information derived is not to be used for the purposes of a “consumer report” as defined in 15 U.S.C. § 1681b. The Services data is based on publicly available information and is not an “investigative consumer report” under the FCRA. The Services should not be used to make consumer credit determinations and is merely a tool to determine the desirability of further investigation.

**Incorporation into Client Service Agreement.** The provisions of this Appendix are essential components of the Agreement and, as such, shall be incorporated into and are hereby made an essential part thereof.

**Full Force and Effect.** Except as expressly modified herein, all other terms and provision set forth in the Agreement with Advantage Credit shall remain in full force and effect and shall not otherwise be affected by this Addendum.



## Appendix 25

### PitchPoint® Liens & Judgments

**Clients receiving products and services from PitchPoint are bound by the terms of this Addendum:**

Civil Court Search Report™ Liens & Judgments Report (Consumer Report)  
Consumer report provided by PitchPoint, which includes detailed records of any potential bankruptcies, liens and judgments linked to the applicant. Consumers may dispute the information as this may be considered a consumer report as defined by the FCRA (15 U.S.C. § 1681, et seq.). The report can be delivered at same time as credit report or separately, on demand through the Advantage Credit secure website.

#### **Terms & Conditions.**

As a condition to receiving the Civil Court Search Report Client certifies its understanding that the information contained in this report is provided to supplement the Client's other processes to identify potential liens and judgments that are public record. The data is gathered from multiple third-party sources and is based on the input data. Source data often does not include multiple data points to identify the individual to whom the information belongs, is sometimes reported, or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect and cannot be guaranteed. Before relying on any data, it should be independently verified, and it is Client's responsibility to request sufficient information from its applicant to confirm that the information belongs to the Client's applicant. This report or data may not be resold by Client. Neither PitchPoint, their suppliers nor Advantage Credit are liable for claims or damages arising from the use of these Services, beyond the fee for the search performed.

If the Client has questions on the information provided by PitchPoint, a secondary fee-based research service is available where PitchPoint will attempt to verify the current status of the court record and the identity of the defendant.

#### **Other Provisions Applicable to the Service Described in this Schedule.**

To meet the particular requirements and commitments applicable to this Service, PitchPoint and the Reseller agree that in addition to the provisions in the main body of the Agreement, the following provisions shall also apply to the Service described in this Schedule.

#### **Compliance with Applicable Laws.**

For all non-public data, Client acknowledges, understands and agrees that the use and disclosure of the data may be restricted by law, including, but not limited to, the Fair Credit Reporting Act (15 U.S.C. §§ 1861 et. seq.) ("FCRA") and Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801 et. seq.) and the applicable implementing regulations, 12 CFR Part 1016 and 16 CFR Part 313) ("GLBA"), and any amendments thereto, regulations promulgated thereunder, or legislation enacted to add to or supplant any of the foregoing, including, but not limited to, legislation of any federal, state, provincial or local governmental authority, or any agency, department, bureau, division or other unit of any of the foregoing ("Jurisdiction"), which incorporates any such law, including without limitation the FCRA and/or GLBA, in whole or in part, or any similar legislation of any Jurisdiction based upon or modeled, in whole or in part, on any such law, including without limitation the FCRA and/or GLBA. Client must not use, publish or otherwise disclose, or authorize or permit others to use, publish or otherwise disclose, any data for any purpose or in any manner that violates any federal, state or local law, rule or regulation, including, but not limited to, the FCRA, GLBA and any rules or regulations promulgated thereunder from time-to-time, as well as any other laws regarding access to, use or disclosure of the data or any similar data, or any applicable privacy, data collections or consumer protection laws (collectively hereinafter referred to as "Applicable Laws"). Client is responsible for understanding, staying current and complying with all Applicable Laws. If at any time Client and Advantage Credit disagree regarding the intent, effect, necessity to comply with or the interpretation of any Applicable Laws, Client must conform to Advantage Credit's interpretation thereof.



**GLBA Uses.** Client certifies that it will only use the Service and Data for one of the following listed purposes expressly permitted under the GLBA, and that they will not use the Service or data for a prohibited or restricted use or purpose. Client certifies that it will not resell any of the data or Service and the only user of the data is the Client.

**RESTRICTED USES FOR NON-PUBLIC DATA:**

1. MAY NOT BE USED TO LOCATE PEOPLE TO DEVELOP A NEWS STORY
2. MAY NOT BE USED FOR LOCATING LOST LOVED ONES, FRIENDS, OR FAMILY FOR PERSONAL REASONS
3. MAY NOT BE USED FOR PURPOSES THAT MAY CAUSE PHYSICAL OR EMOTIONAL HARM TO THE SUBJECT OF REPORT
4. MAY NOT BE USED FOR INDIVIDUALS INVOLVED IN AN ADOPTION
5. MAY NOT BE USED TO LOCATE INFORMATION OR DATA ON WELL KNOWN/HIGH PROFILE CELEBRITIES OR GOVERNMENT OFFICIALS
6. MAY NOT BE USED FOR PURPOSES THAT ARE NOT WITHIN YOUR STATED NORMAL COURSE OF BUSINESS
7. MAY NOT BE USED FOR ANY PURPOSE WHICH IS NOT LISTED AS A PERMISSIBLE USE FOR NON-PUBLIC DATA OR WHICH IS VIOLATIVE OF ANY APPLICABLE LAW.

**PERMISSIBLE USES FOR NON-PUBLIC DATA:**

1. FOR USE AS NECESSARY TO EFFECT, ADMINISTER OR ENFORCE A TRANSACTION AUTHORIZED BY THE CONSUMER;
2. FOR USE TO PREVENT ACTUAL OR POTENTIAL FRAUD, UNAUTHORIZED TRANSACTIONS, CLAIMS OR OTHER LIABILITY;
3. FOR USE IN REQUIRED INSTITUTIONAL RISK CONTROL PROGRAMS;
4. FOR USE IN RESOLVING CUSTOMER DISPUTES OR INQUIRIES;
5. FOR USE BY PERSONS, OR THEIR REPRESENTATIVES, HOLDING A LEGAL OR BENEFICIAL INTEREST RELATING TO THE CONSUMER;
6. FOR USE BY PERSONS ACTING WITH THE CONSUMER'S CONSENT IN A FIDUCIARY OR REPRESENTATIVE CAPACITY;
7. FOR USE IN COMPLYING WITH FEDERAL, STATE OR LOCAL LAWS, RULES AND OTHER APPLICABLE LEGAL REQUIREMENTS; AND
8. FOR USE IN AND TO THE EXTENT SPECIFICALLY PERMITTED OR REQUIRED UNDER OTHER PROVISIONS OF LAW AND IN ACCORDANCE WITH THE RIGHT TO FINANCIAL PRIVACY ACT OF 1978, TO LAW ENFORCEMENT AGENCIES (INCLUDING A FEDERAL FUNCTIONAL REGULATOR, THE SECRETARY OF THE TREASURY, A STATE INSURANCE AUTHORITY, OR THE FEDERAL TRADE COMMISSION), SELF- REGULATORY ORGANIZATIONS, OR FOR AN INVESTIGATION ON A MATTER RELATED TO PUBLIC SAFETY.

**Additional Compliance Obligations.** Client shall comply with all applicable law and all rules and guidelines established from time to time by applicable suppliers of Advantage Credit. Client shall not, directly or indirectly: (i) compile a database with any of the information or data obtained by use of any of the Services ("Information"), including for the purpose of reselling or providing access to any of the Information, or creating a service that is not expressly contemplated by this Agreement; (ii) sell or provide access to any of the Information obtained in any transaction; or (iii) sell or provide access to any of the Information other than in accordance with applicable law and the terms of this Agreement.

**Audit Rights.** Advantage Credit shall, as appropriate or necessary, have the right to (1) perform audits of Client to verify that Client understands and is complying with applicable law and the terms of this Agreement; (2) request and review Client's policies, procedures, internal controls, and training



materials, to ensure that Client conducts appropriate training and oversight of employees and agents that have consumer contact or compliance responsibilities; and (3) terminate this Agreement where Client or an Authorized User is found materially to be in derogation of any duty created, or in violation of a regulation or law promulgated, by an applicable regulatory authority.

**Consumer Reports.** The Services do not provide a “consumer report” as that term is defined in Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et. seq. and the information derived is not to be used for the purposes of a “consumer report” as defined in 15 U.S.C. § 1681b. The Services data is based on publicly available information and is not an “investigative consumer report” under the FCRA. The Services should not be used to make consumer credit determinations and is merely a tool to determine the desirability of further investigation.

**Incorporation into Client Service Agreement.** The provisions of this Addendum are essential components of the Agreement and, as such, shall be incorporated into and are hereby made an essential part thereof.

**PitchPoint Rights.** Client shall have no right to make any claim or demand of any type whatsoever against PitchPoint or its affiliates. PitchPoint shall be deemed a third-party beneficiary hereunder, with the right to enforce the terms and conditions of this Addendum. In addition, Client will indemnify, defend, and hold Advantage Credit, PitchPoint, and their affiliated companies and their officers, agents, employees, and independent contractors harmless from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable attorney’s fees, which may be asserted against or incurred by them, arising out of or resulting from (a) the use, disclosure, sale or transfer of the Services (or information therein) by Client or its employees or agents, (b) Client’s breach of this Agreement, or (c) the illegal use of this information. Client covenants not to sue or maintain any cause of action, claim, demand, cross-claim, third-party action or other form of litigation or arbitration against Advantage Credit, PitchPoint, and their officers, directors, employees, contractors, agents, affiliates or subscribers arising out of or relating in any way to the Services, or the data or information obtained by use of the PitchPoint Platform or any of the Services, not being accurate, timely, complete or current, or being suspended or blocked by PitchPoint.

**Full Force and Effect.** Except as expressly modified herein, all other terms and provision set forth in the Agreement with Advantage Credit shall remain in full force and effect and shall not otherwise be affected by this Addendum.



## Appendix 26

### Mortgage Pre-Qualification Terms and Conditions for Experian, Equifax, and TransUnion

Any provision of Mortgage Pre-Qualification Services by Advantage Credit ("Advantage Credit") to an End User Client ("User") shall be subject to the terms and conditions of the Agreement for Service between Advantage Credit and User that governs the provision of Experian, Trans Union and Equifax data and the additional requirements set forth in these Mortgage Pre-Qualification Terms and Conditions ("PreQual T&C"), including in Exhibits A-1, A-2, A-3, B, and C. Prior to Advantage Credit offering any Mortgage Pre-Qualification Services to a Qualified Subscriber, the PreQual T&C must be agreed-to by the User and is hereby incorporated into the Agreement with these PreQual T&C and is binding on the parties.

WHEREAS, Advantage Credit makes consumer reporting services available to Users who have a permissible purpose for receiving such services. One such service provides Users with access to a consumer's credit information for the sole purpose of determining the lending offers for which a consumer may be qualified ("**Pre-Qualification Services**"), pursuant to a User's permissible purpose certification that it has obtained the written authorization of the consumer to access such consumer's credit information, as defined in Section 604(a)(2) of the FCRA; and

- 1) Upon each request for Pre-Qualification Services, User represents and warrants, and User shall provide a permissible purpose certification to Advantage Credit upon request, that the User has obtained the authorization of the consumer to access such consumer's credit information, as defined by Section 604(a)(2) of the FCRA and agrees to use Pre-Qualification Services for the sole purpose of determining the lending offer(s) for which such consumer may be qualified, and for no other purpose, including underwriting the loan. For avoidance of doubt, being presented with lending offers may result in the consumer's application for credit, and the underwriting of a loan upon a consumer's application for credit requires the User to obtain additional access to a consumer report upon an appropriate permissible purpose certification. User is prohibited from using information obtained from the Pre-Qualification Services, or information derived therefrom, for underwriting the loan or for any other purpose. Any violation of this use restriction shall be deemed a material breach by User of the User's Agreement.
- 2) User represents and warrants that User shall not share, distribute, or otherwise provide to a consumer any of the consumer's credit information that the User has obtained from the consumer's credit report, including, but not limited to, information derived therefrom, credit attributes, or credit scores, in its communications with such consumer whose report was obtained, whether such communications are verbal, written or otherwise. Any violation of this restriction shall be deemed a material breach by User of the User's Agreement.
- 3) Users shall inform a consumer whether or not the consumer has pre-qualified for a lending offer(s) and if so, the lending offer(s) for which the consumer has pre-qualified.
- 4) User shall not operate as the agent for any third party, without Advantage Credit's prior written consent.
- 5) User shall only use the Pre-Qualification Services to present User's own credit offers and not offers of any third parties.
- 6) User shall not offer depersonalized credit profiles for bid by third parties.
- 7) In no event may User use any information that could be used to identify a lender (including, without limitation, lender name or account type) included in Pre-Qualification Services delivered





hereunder for the purpose targeting consumer customers of other lenders, including for the purpose of refining, or modifying offers.

- 8) User shall at all times maintain complete and accurate records sufficient to substantiate its use of Pre-Qualification Services, including its compliance with all restrictions, and shall make these and all related records available to Advantage Credit and/or Equifax, Experian & TransUnion, upon Advantage Credit's request, which may include providing these records to Advantage Credit for an off-site review or making these records available for Advantage Credit's examination during an on-site review. In the event the review of User's records shows that User violated any restriction, User, without limitation of any other remedies available to Advantage Credit and/or Equifax, Experian & TransUnion's under law or equity, shall compensate Equifax, Experian & TransUnion, through Advantage Credit, for any subsequent use by User or the consumer of the consumer's credit information or any intelligence or information derived therefrom at Advantage Credit's and/or Equifax, Experian & TransUnion's then current rates. In addition, User shall pay all reasonable costs associated with Advantage Credit's review. User must maintain complete and accurate records related to Pre-Qualification Services, for a period of at least five (5) years after receipt of a Pre-Qualification report. This provision shall survive the termination of this Agreement.
- 9) User must physically and logically segregate Mortgage Pre-Qualification Information from other consumer reporting agency information and User must have a formal process for expunging Mortgage Pre-Qualification Information after 30 days. Advantage Credit and/or a CRA reserves the right to review and approve the technical implementation for User's access to the Mortgage Pre-Qualification Information. After the expiration of the Storage Period, User will not maintain, copy, capture or otherwise retain in any manner any Mortgage Pre-Qualification Information.
- 10) Equifax, Experian & TransUnion will each post "soft" inquiries on the subject consumer's credit file for credit transactions requesting a Pre-Qualification Service. User acknowledges that Equifax's, Experian's and TransUnion's agreement to post "soft" inquiries for Pre-Qualification Services is expressly conditioned on User's compliance with all restrictions, and that any violation of such restrictions will devalue Equifax, Experian & TransUnion's Consumer Credit Database. As such, any limitation of liability provisions in the User Agreement shall not apply to limit User's liability associated with violations of such restrictions.
- 11) User shall use the Mortgage Pre-Qualification Information in a manner that (i) complies with all applicable federal, state and local laws, rules, regulations and ordinances, including those governing privacy, data protection, fair information practices, public records, marketing to consumers and consumers' rights to privacy; (ii) does not, in any way or for any purpose, infringe any third party's intellectual or proprietary rights, including but not limited to, copyright, patent, trademark, or trade secret; (iii) is not defamatory, libelous, harmful to minors, obscene, pornographic, unlawfully threatening or harassing. User is solely responsible for all results of its or its employees and permitted agents use of the Pre-Qualification Services.
- 12) Consumer shall NOT be charged for the prequal report either directly or indirectly.
- 13) Advantage Credit and/or User may terminate this Appendix at any time.
- 14) Credit Report Use Limitation: The Pre-Qualification Services shall be used by End User for a one-time single purpose, on a per session basis and shall not be used by such End User after such session ends.



## Exhibit A-1 to Appendix 26

### Equifax: Pre-Qualification Services

1. **Scope.** The Mortgage Pre-Qualification Terms and Conditions establish the terms and conditions pursuant to which CRA may provide the Mortgage Pre-Qualification Services to User as described herein.
2. **Definitions.** All capitalized terms used but not defined herein shall have the meanings given them in the Agreement. In addition to the definitions set forth elsewhere in these Mortgage Pre-Qualification Terms and Conditions, the following terms have the meanings set forth below:
  - (a) **“Consumer”** means an individual who resides in the United States and requests a mortgage pre-qualification from User.
  - (b) **“Mortgage Pre-Qualification Evaluation”** means User’s review of the Mortgage Pre-Qualification Information related to a Consumer Subject seeking pre-qualification and screening such Consumer Subject and related Mortgage Pre-Qualification Information against Qualified Subscriber’s selected criteria for purposes of pre-qualifying the Consumer Subject for a potential relationship involving the extension of credit to the Consumer Subject in the form of a mortgage loan. For the avoidance of doubt, a Mortgage Pre-Qualification Evaluation shall not include an evaluation in connection with a mortgage pre-approval or a mortgage application or origination.
  - (c) **“Mortgage Pre-Qualification Services”** are services that consist of the provision of Equifax Information to a User in connection with a Mortgage Pre-Qualification Evaluation, subject to the Mortgage Pre-Qualification Terms and Conditions.
  - (d) **“Consumer Subject”** means the Consumer who is the subject of the Mortgage Pre-Qualification Information.
  - (e) **“Mortgage Pre-Qualification Information”** means the Equifax Information provided to User from the Mortgage Pre-Qualification Services and includes any Scores.
  - (f) **“Scores”** means the credit risk scores provided to User from the Mortgage Pre-Qualification Services.
3. **License.** Subject to User’s compliance with the terms of the Agreement (including these additional Mortgage Pre-Qualification Terms and Conditions), and solely during the license term set forth in the Agreement or the applicable ordering document, Advantage Credit grants to User and User receives a non-transferrable, non-exclusive, revocable license to use the Mortgage Pre-Qualification Information within the Permitted Territory solely for the Permitted Use set forth below and not for any other purpose.
4. **User Representations.** User covenants, represents, and warrants that:
  - (a) User shall (i) use the Mortgage Pre-Qualification Information exclusively within User’s own organization for the Permitted Use and for no other purpose, including credit decisioning purposes, and (ii) use and ensure that any permitted agents of User access and use Mortgage Pre-Qualification Information in accordance with the terms of the Agreement (including these additional Mortgage Pre-Qualification Terms and Conditions).



- (b) User shall establish strict procedures so that User's employees and permitted agents do not access Mortgage Pre-Qualification Information except as set forth in the Agreement (including these additional Mortgage Pre-Qualification Terms and Conditions) and shall comply with all Advantage Credit and/or Equifax policies and procedures Advantage Credit or Equifax makes known to User from time to time regarding the Mortgage Pre-Qualification Services.
  - (c) User shall not (i) merge or combine the Mortgage Pre-Qualification Information with information or data from any other source or (ii) use the Mortgage Pre-Qualification Information in combination with any other Equifax Information services.
  - (d) User shall hold all Mortgage Pre-Qualification Information licensed under these Mortgage Pre-Qualification Terms and Conditions in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever to others except Consumer Subjects to the extent expressly permitted herein or as otherwise expressly required by law.
  - (e) If User provides Consumer Subjects with access to its mortgage pre-qualifications via the Internet, User shall adopt, publish, maintain, and adhere to a privacy policy and upon request, provide Advantage Credit and/or Equifax with a copy of User's privacy policy.
  - (f) Except as expressly permitted in these Mortgage Pre-Qualification Terms and Conditions, User shall not: (i) sell, convey, license, sublicense, copy, commingle, archive, reproduce, display, publish, disclose, distribute, disseminate, transfer, use or otherwise make available the Mortgage Pre-Qualification Information, or any portion thereof, to another in any manner or by any means; (ii) reverse engineer, decompile, modify in any manner or create derivative works from the Mortgage Pre-Qualification Information; (iii) interface or connect to the Mortgage Pre-Qualification Services with any other computer software or system, or (iv) export nor permit the export of the Mortgage Pre-Qualification Information outside of the Permitted Territory.
5. **Disclosing Mortgage Pre-Qualification Information to Consumer Subjects.** User will not provide the Mortgage Pre-Qualification Information to the Consumer Subject unless expressly required by law or approved in writing by Equifax. In the event that User discloses the Mortgage Pre-Qualification Information to the Consumer Subject, User shall transmit such information only to the Consumer Subject for which the information pertains, accurately and in its entirety, and include the date the information was last checked or revised by Equifax and the full name and mailing address of the Equifax office identified by Equifax as providing the information. In the event that the Consumer Subject does not qualify for the mortgage pre-qualification for which such Consumer Subject applies or otherwise requests the Mortgage Pre-Qualification Evaluation, User will comply with all applicable laws and regulations requiring adverse action notification to the Consumer Subject (including the provisions of the FCRA, ECOA, and all state law counterparts of them, and all applicable regulations promulgated under any of them). In no event shall User charge the Consumer Subject a fee or other charges for the Mortgage Pre-Qualification Information or the Mortgage Pre-Qualification Evaluation.
6. **No Unauthorized Representation.** User will make no representations or warranties on behalf of Equifax or relating to the Mortgage Pre-Qualification Information except as authorized in writing by Equifax. Upon request, User will provide its terms and conditions of use applicable to mortgage pre-qualifications to Equifax for review.
7. **Consumer Authentication.** User will verify that each Consumer who requests a mortgage prequalification from User is the Consumer Subject of the Mortgage Pre-Qualification Information. Without limiting the foregoing, User shall use, at a minimum, commercially reasonable knowledge-based authentication procedures. Advantage Credit and Equifax may also verify that



each Consumer is the Consumer Subject for whom Mortgage Pre-Qualification Information is requested by User. User shall establish and maintain a manual verification process in the event that User, Advantage Credit or Equifax determines that a Consumer does not pass authentication, or a flag is received from the authentication process indicating a possible match from a fraud detection database.

8. **Consumer Handling.** User will refer all Consumers who have questions or disputes Mortgage Pre-Qualification Information to Equifax. In no case will User attempt to or hold itself out to the Consumer or to the public as being able to handle disputes on behalf of Equifax or to reinvestigate Equifax information.
9. **Promotion and Training.** Prior to its publication and release, Equifax must review and approve all User-created advertising, marketing and promotional material that describes the Mortgage Pre-Qualification Information or which refers to the nature or capabilities of Equifax or otherwise mentions or refers to Equifax by name. Equifax will be provided a minimum of twenty (20) business days in which to review such material including any changes thereto.
10. **Audit.** In addition to any audit or review rights set forth in the Agreement, Equifax may review and audit User's access to and use of the Mortgage Pre-Qualification Services. Such audit rights include, without limitation, the right to review and audit User's terms and conditions of use applicable to mortgage pre-qualification, as well as all Consumer consents. In connection with any audits hereunder, Equifax shall have the right, from time to time, to: (1) upon reasonable notice to User, enter into User's facilities during normal business hours and conduct on-site audits of User's compliance with the terms hereunder; and (2) conduct audits by mail, email or similar electronic means that may require User to provide documentation regarding compliance with the terms hereunder. User gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or User's material breach of these Mortgage Pre-Qualification Terms and Conditions, constitute grounds for immediate suspension of service or termination of these Mortgage Pre-Qualification Terms and Conditions.



## Exhibit A-2

### Equifax: Credit Report for Pre-Qualification

1. SERVICE DESCRIPTION.

Service to assemble credit reports consisting of consumer credit information maintained and provided by Equifax for the specific permissible purpose of determining the lending offers for which a consumer maybe qualified. Advantage Credit does not update or alter underlying consumer credit information administered by Equifax and does not maintain a database of information from which new consumer reports are produced. Advantage Credit does not guarantee the accuracy of the Equifax-provided information. Pre-qualification credit reports utilize a “soft” inquiry and do not impact a consumer’s credit score.

2. ADDITIONAL TERMS FOR CREDIT REPORT FOR PRE-QUALIFICATION - EQUIFAX.

(a) Definitions:

- (i) “Consumer” - an individual who resides in the United States and requests a mortgage pre-qualification from Company
- (ii) “Mortgage Pre-Qualification Evaluation” - Company’s review of the Mortgage Pre-Qualification Information related to a Consumer Subject seeking pre-qualification and screening such Consumer Subject and related Mortgage Pre-Qualification Information against Company’s selected criteria for purposes of pre-qualifying the Consumer Subject for a potential relationship involving the extension of credit to the Consumer Subject in the form of a mortgage loan. For the avoidance of doubt, a Mortgage Pre-Qualification Evaluation shall not include an evaluation in connection with a mortgage pre-approval or a mortgage application or origination.
- (iii) “Mortgage Pre-Qualification Services” - services that consist of the provision of Equifax Credit Information to Company in connection with a Mortgage Pre-Qualification Evaluation, subject to the Mortgage Pre-Qualification Terms and Conditions.
- (iv) “Consumer Subject” - the consumer who is the subject of the Mortgage Pre-Qualification Information.
- (v) “Mortgage Pre-Qualification Information” - the Equifax Credit Information provided to Company from the Mortgage Pre-Qualification Services and includes any Scores.
- (vi) “Scores” - the credit risk scores provided to Company from the Mortgage Pre-Qualification Services.

- (b) **License.** Subject to Company’s compliance with the terms of Section 2 of this Addendum, Advantage Credit grants to Company and Company receives a non-transferrable, non-exclusive, revocable license to use the Mortgage Pre-Qualification Information within the Permitted Territory solely for the Permitted Use set forth below and not for any other purpose.

- (c) **Consumer Authorization.** Prior to requesting any Mortgage Pre-Qualification Information, Company will obtain the written authorization of the Consumer Subject. Company will maintain such written authorization for the longer of the following:

- (i) Five (5) years after the date of the request for Mortgage Pre-Qualification Information, or
- (ii) The timeframe required under the Agreement for retention of consumer authorizations.

- (d) **Permitted Use.** Company will only use the Mortgage Pre-Qualification Information in accordance with a certified permitted use: Company acknowledges that Mortgage Pre-Qualification Information consists of consumer reports as defined by the Fair Credit Reporting Act (“FCRA”). Company certifies that it will use the Mortgage Pre-Qualification Information only:

- (i) In connection with a Mortgage Pre-Qualification Evaluation,
- (ii) In accordance with the FCRA and all state law FCRA counterparts
- (iii) In accordance with the written instructions of the Consumer Subject, and



(iv) Solely for a single use and for no other purpose.

(e) **Company Representations.** Company covenants, represents and warrants the following:

(i) Company shall:

- a. Use the Mortgage Pre-Qualification Information exclusively within Company's own organization for the Permitted Use and for no other purpose, including credit decisioning purposes, and
- b. Use and ensure that any permitted agents of Company access and use Mortgage Pre-Qualification Information in accordance with the terms of Section 2 of this Addendum.

(ii) Company shall use the Mortgage Pre-Qualification Information in a manner that:

- a. Complies with all applicable federal, state and local laws, rules, regulations and ordinances, including those governing privacy, data protection, fair information practices, public records, marketing to consumers and consumers' rights to privacy;
- b. Does not, in any way or for any purpose, infringe any third party's intellectual or proprietary rights, including but not limited to, copyright, patent, trademark, or trade secret; and
- c. Is not defamatory, libelous, harmful to minors, obscene, pornographic, unlawfully threatening or unlawfully harassing. Company is solely responsible for all results of its or its employees and permitted agents use of the Mortgage Pre-Qualification Information.

(iii) Company shall establish strict procedures so that Company's employees and permitted agents do not access Mortgage Pre-Qualification Information except as set forth for a permissible purpose and shall comply with all Advantage Credit and / or Equifax policies and procedures Advantage Credit or Equifax makes known to Company from time to time regarding the Mortgage Pre-Qualification Services.

(iv) Company shall not:

- a. Merge or combine the Mortgage Pre-Qualification Information with information or data from any other source, or
- b. Use the Mortgage Pre-Qualification Information in combination with any other Equifax Information Services.

(v) Company shall hold all Mortgage Pre-Qualification Information licensed under Section 2 of this Addendum in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever to others except Consumer Subjects to the extent expressly permitted under Section 2(g) of this Addendum or as otherwise expressly required by law.

(vi) Company shall not reuse Mortgage Pre-Qualification Information in any manner, including with respect to any additional transactions or additional Mortgage Pre-Qualification Evaluations or other evaluations for the Consumer Subject. Consistent with the preceding sentence, Company shall not use the Mortgage Pre-Qualification Information in connection with any mortgage pre-approval or mortgage application or origination, or any credit decisioning related thereto.

Notwithstanding the foregoing, Qualified Subscriber may reissue the Mortgage Pre-Qualification Information to a government-sponsored entity; provided, however, that the Qualified Subscriber shall not (i) merge or combine the Mortgage Pre-Qualification Information with information or data from any other source or (ii) use the Mortgage Pre-Qualification Information in combination with any other Equifax Information Services.

(vii) If Company provides Consumer Subjects with access to its mortgage pre-qualifications via the Internet, Company shall adopt, publish, maintain and adhere to a privacy policy and upon request, provide Advantage Credit and/or Equifax with a copy of Company's privacy policy.





- (viii) Except as expressly permitted in Section 2 of this Addendum, Company shall not:
- a. Sell, convey, license, sublicense, copy, commingle, archive, reproduce, display, publish, disclose, distribute, disseminate, transfer, use or otherwise make available the Mortgage Pre-Qualification Information, or any portion thereof, to another in any manner or by any means;
  - b. Reverse engineer, decompile, modify in any manner or create derivative works from the Mortgage Pre-Qualification Information;
  - c. Interface or connect to the Mortgage Pre-Qualification Services with any other computer software or system; or
  - d. Export nor permit the export of the Mortgage Pre-Qualification Information outside of the Permitted Territory.

Advantage Credit and/or Equifax, reserve the right to review and approve the technical implementation for Company's access to the Mortgage Pre-Qualification Information. After the expiration of the Storage Period, Company will not maintain, copy, capture or otherwise retain in any manner any Mortgage Pre-Qualification Information.

- (f) **Disclosing Mortgage Pre-Qualification Information to Consumer Subjects.** Company will not provide the Mortgage Pre-Qualification Information to the Consumer Subject unless expressly required by law or approved in writing by Equifax. In the event that Company discloses the Mortgage Pre-Qualification Information to the Consumer Subject, Company shall transmit such information only to the Consumer Subject for which the information pertains, accurately and in its entirety, and include the date the information was last checked or revised by Equifax and the full name and mailing address of the Equifax office identified by the Equifax as providing the information. In the event that the Consumer Subject does not qualify for the mortgage pre-qualification for which such Consumer Subject applies or otherwise requests the Mortgage Pre-Qualification Evaluation, Company will comply with all applicable laws and regulations requiring adverse action notification to the Consumer Subject (including the provisions of the FCRA, Equal Credit Opportunity Act ("ECOA"), all state law counterparts of them, and all applicable regulations promulgated under any of them).
- (g) **Additional Terms and Conditions for Internet-Based Prequalification Programs.** In the event Qualified Subscriber receives one or more FICO Scores as part of the Prequalification Information and the pricing terms set forth or other pricing agreement between Equifax and Qualified Subscriber include pricing for "Internet-Based Prequalification", Qualified Subscriber agrees that such pricing is only applicable in connection with (i) a Prequalification Program for a Consumer engaged in an online Internet-based user experience (and no other channels), (ii) in accordance with the Consumer's written consent or instructions, and (iii) for Qualified Subscriber's internal use solely for Prequalification Program of a potential consumer customer for the Qualified Subscriber's own internal lending offering.



## Exhibit A-3 to Appendix 26

### Equifax Pre-Qualification Plus Terms and Conditions

These additional Pre-Qualification Plus Terms and Conditions are hereby incorporated into the Agreement for Service between Client ("Qualified Subscriber") and Advantage Credit ("CRA") and shall be binding on the parties.

1. **Scope.** These Pre-Qualification Plus Terms and Conditions supplement the Mortgage Pre-Qualification Terms and Conditions.

2. **Definitions.** All capitalized terms used but not defined herein shall have the meanings given them in the MSA. In addition to the definitions set forth elsewhere in the Equifax Mortgage Pre-Qualification Terms and Conditions, the following terms have the meanings set forth below.

(a) **"Mortgage Pre-Qualification Plus Services"** are a form of Equifax Mortgage Pre-Qualification Services that consist of the provision of Equifax Credit Information (that includes the Pre-Qualification Plus Information) to User in connection with a Mortgage Pre-Qualification evaluation, subject to the Mortgage Pre-Qualification Terms and Conditions, as supplemented by these Pre-Qualification Plus Terms and Conditions.

(b) **"Pre-Qualification Plus Information"** means the Equifax Credit Information provided to User that includes 24 months of trended data and other data elements specific to the Mortgage Pre-Qualification evaluation. Pre-Qualification Plus Information is a subset of Mortgage Pre-Qualification Information.

3. **License.** Subject to User's compliance with the terms of the MSA (including these additional Mortgage Pre-Qualification Terms and Conditions), and solely during the license term set forth in the MSA, Advantage Credit grants to User and User receives a non-transferrable, non-exclusive, revocable license to use the Mortgage Pre-Qualification Information (including the Pre-Qualification Plus Information) within the United States solely as provided in the MSA and this Addendum, and not for any other purpose.

4. **Use with GSE and Investor Systems.** Notwithstanding anything contained in the Mortgage Pre-Qualification Terms and Conditions, in connection with the use of the Mortgage Pre-Qualification Information (including the Pre-Qualification Plus Information) for the Pre-Qualification Plus Services, Qualified Subscriber may use Government Sponsored Enterprises and/or investor systems as part of Qualified Subscriber's own organization use, and not for use or benefit by another person or entity.

5. **Pricing Changes.** Notwithstanding anything to the contrary in the MSA, Equifax may, at its discretion, change the prices it charges Advantage Credit for its Equifax Credit Information and Mortgage Pre-Qualification Services from time to time. Accordingly, Advantage Credit may, at its discretion, change the prices it charges User for the Equifax Credit Information and Mortgage Pre-Qualification Services from time to time. Advantage Credit will attempt to provide written notice of its price changes as far in advance of the effective date as is reasonably possible under the circumstances; provided that in no instance will Advantage Credit be required to provide more than thirty (30) days' notice. Credit supplements are not permitted with use of Equifax Trended Acrofile (PC8), Acrofile (PC8) FICO® Score.



## Exhibit B to Appendix 26

### Experian

#### Pre-Qualification Process:

Experian requires that all end users of Credit Reports for Pre-Qualification (“Services,” or “Pre-Qualification Credit Reports”) containing consumer credit information maintained and provided by Experian implement and adhere to Experian-approved processes in order to be granted the ability to access such Services.

The process and associated components partially outlined in this Exhibit has been approved by Experian for an Advantage Credit customer (“Company”) to request Experian consumer credit information for pre-qualification purposes accessed via the Advantage Credit web platform and / or any Loan Origination System (“LOS”) with which Advantage Credit is integrated.

#### 1. PROCESS.

- a) Consumer Contact and Authorization for Pre-Qual consumer report:  
Consumer may contact Company, or vice versa, via the methods outlined below. In each instance, written authorization (wet or e-signature), or suitable alternative, must be obtained from the consumer. If Company plans to charge the consumer, this charge must be disclosed and included in the written authorization.
  - (i) In-Person – Consumer receives, signs, and returns a written authorization.
  - (ii) Telephone
    - a. Consumer receives, signs, and returns a written authorization.
    - b. Alternate Option: Consumer provides verbal authorization only if authorization details are read to the consumer, consumer agrees, conversation is captured via audio recording and saved, and recorded conversation can be provided as proof of authorization.
  - (iii) Website/online Inquiry
    - a. Consumer receives, signs, and returns a written authorization.
    - b. Alternate Option: Online capture of authorization where details are outlined to the consumer, consumer clicks an “I Agree” button, authorization is date / time stamped and saved as proof of authorization, proof includes verbiage used and consumer identification inquiry information as input by the consumer.
- b) Obtaining Pre-Qualification Credit Reports  
Upon receiving consumer authorization, Company obtains a Pre-Qualification Credit Report regarding the consumer via Advantage Credit web platform or Company’s LOS utilizing a unique account login per the following steps:
  - (i) Company selects ‘Pre-Qual Report’ from a drop-down of report type options.
  - (ii) Company inputs consumer inquiry information (name, SSN, address, date of birth), and submits order.
  - (iii) Pre-Qualification Credit Report information is requested from Experian, and a “soft” inquiry is posted in Company’s name.
  - (iv) Completed Pre-Qualification Credit Report is accessed for review via the following:
    - a. Advantage Credit web platform – Report is available in the Company’s reports list, identified by consumer name and report type (i.e., Pre-Qual Report).
    - b. Company’s LOS - PDF version of the report is returned to the LOS and associated with the consumer’s file.
- c) Review of Credit by Company and Response given by Company to Consumer  
Company reviews Pre-Qualification Credit Report to determine loan products for which the consumer may qualify and presents loan options to the consumer for review and understanding.



- (i) If / when the consumer chooses a loan option and requests to proceed with a loan, an application is provided to the consumer. Upon completion of the application (including an authorization for an additional, NON-Pre-Qual credit report to be pulled), a new credit report is obtained, posting a "hard" inquiry in the Company's name. Company then qualifies the consumer for the loan based upon the new credit report, and proceeds with actions ultimately leading towards the closing of the loan.
  - (ii) If, after Company's review of the Pre-Qualification Credit Report, it is determined that the consumer likely does not qualify for any of the Company loan product offerings, the consumer will be presented with written notice (i.e. adverse action letter) indicating the Company has no available loans to offer, per Fair Credit Reporting Act ("FCRA") guidelines.
- d) **Consumer Authorization Details**  
Company must have an authorization specific to pre-qualification, differing from standard credit authorizations used for the mortgage loan application process, which indicates that the credit report was obtained for pre-qualification purposes.

- (i) Written authorizations include the following language:

*Please Note: This is only a pre-qualification for potential mortgage loan options.*

*You understand that by signing this authorization you are providing your consent to have credit information pulled in your name to provide you with potential loan options that may be available to you. A mortgage pre-qualification is not a mortgage application but is used to determine an estimated loan amount and / or potential loan options for which you may qualify based on information you provide and may also be affected by credit report information you authorize us to obtain. A separate mortgage application and hard inquiry is required to obtain a mortgage loan. Any rates or loan options provided are not final and are subject to change based upon mortgage application submission.*

*I understand that by signing this authorization I am providing written instructions to [name of Company] under the Fair Credit Reporting Act authorizing [name of Company] to obtain information from my personal credit profile or other information from Experian. Additionally, I understand that if I am to be charged for the PreQual report, it will be [INSERT \$ AMOUNT HERE] and that I will not be charged unless and until I affirmatively agree to proceed with a mortgage application. I authorize [name of Company] to obtain such information solely to prequalify me for mortgage loan options.*

- (ii) Online consumer acceptance option - end of the authorization is modified per the following:

*You understand that by clicking on the I AGREE button immediately following this notice you are providing 'written instructions' to [name of Company] under the Fair Credit Reporting Act authorizing [name of Company] to obtain information from your personal credit profile or other information from Experian. The information you provided about yourself, along with a time and date stamp, will be maintained by [name of Company] as proof of acceptance, and will be provided upon request as needed. You authorize [name of Company] to obtain such information solely to prequalify you for mortgage loan options.*

For online submittal, a button is associated with or follows the last statement, and consumer clicks the "I AGREE" button to complete the submission.

- (iii) Telephone / verbal consumer acceptance option - end of the authorization is modified per the following:



*You understand that by stating I AGREE you are providing written instructions to [name of Company] under the Fair Credit Reporting Act authorizing [name of Company] to obtain information from your personal credit profile or other information from Experian. The information you provided about yourself, along with a time and date stamp, will be maintained by [name of Company] as proof of acceptance, and will be provided upon request as needed. If you authorize [name of Company] to obtain such information solely to prequalify you for mortgage loan options please state 'I agree' and press the pound sign on your phone as confirmation.*

In the event that a pre-qualification is being conducted on more than one consumer, a separate authorization is collected for each consumer, and Pre-Qual information on each consumer may not be merged into a joint report. No one may be allowed to authorize on behalf of another individual.

## 2. ADDITIONAL ELEMENTS.

Advantage Credit restricts the ability for Company to reissue a Pre-Qualification Credit Report to any third party via electronic transfer (i.e. Secondary Use) to aid in assuring that Pre-Qualification Credit Reports are utilized strictly for pre-qualification purposes, and not for actual underwriting of a loan.

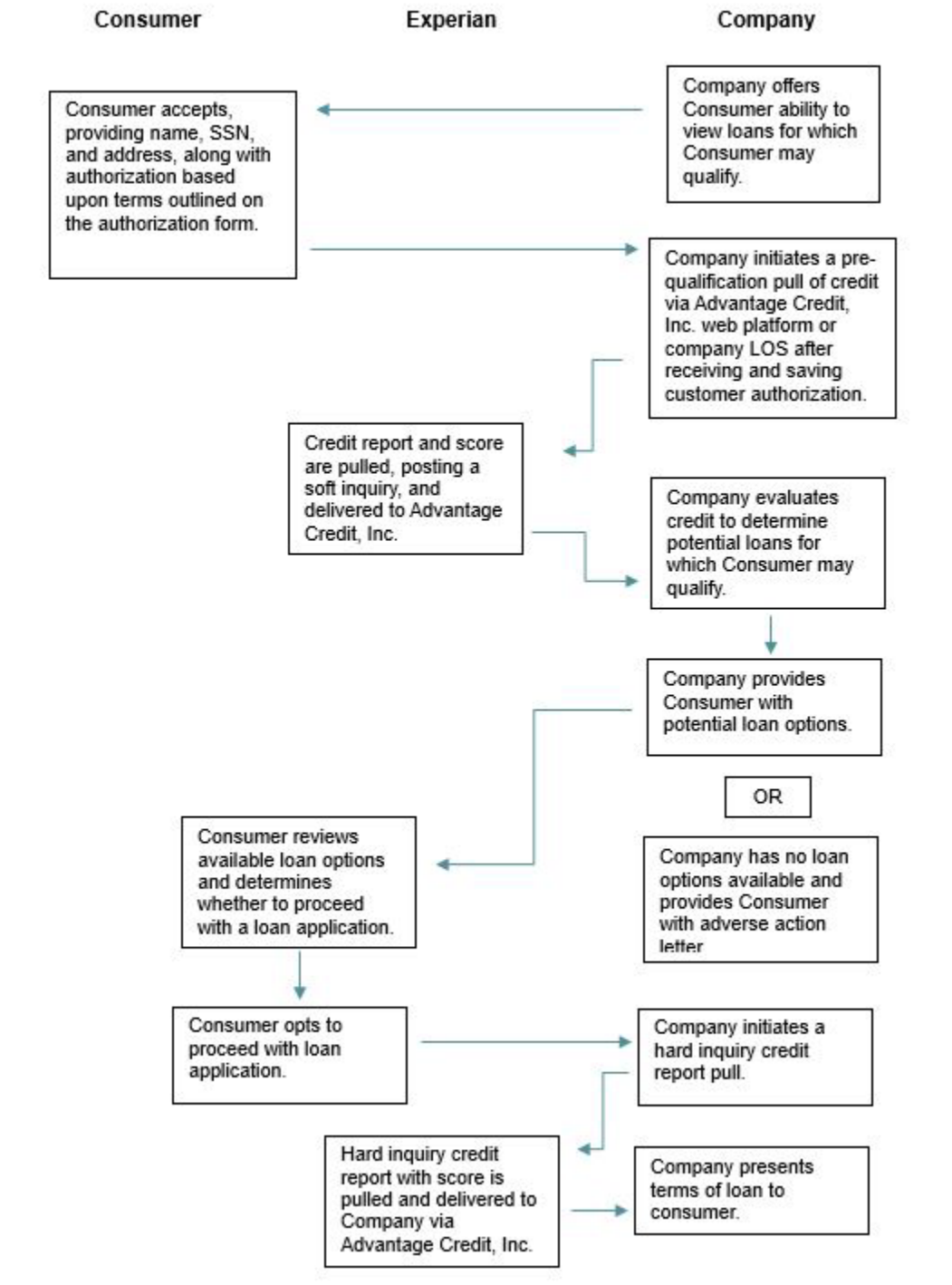
Consumer does not and will not receive a copy of the Pre-Qualification Credit Report or associated score as a result of undergoing the pre-qualification process, except in the instance of receiving an adverse action letter based upon FCRA guidelines.

## 3. EXAMPLES

Online Click to Consent Screen (consumer is not being charged):

A screenshot of a web browser window titled 'Borrower Prequalification Authorization'. The page has a blue header bar with the title. Below the header, there is a 'Please Note' section in bold. The main body of the page contains two paragraphs of text explaining the prequalification process and the user's consent. At the bottom, there is a checkbox labeled 'Check here followed by clicking the "I AGREE" button to provide consent'. To the right of the checkbox are two buttons: a red 'Cancel' button and a grey 'I AGREE' button. The browser window has standard window controls (minimize, maximize, close) in the top right corner.

# PROCESS FLOW CHART (CONSUMER NOT CHARGED)







## Credit Report for Pre-Qualification:

### 1. SERVICE DESCRIPTION.

Service to assemble credit reports consisting of consumer credit information maintained and provided by Experian for the specific permissible purpose of determining the lending offers for which a consumer may be qualified. Advantage Credit, Inc does not update or alter underlying consumer credit information administered by Experian, and does not maintain a database of information from which new consumer reports are produced. Advantage Credit does not guarantee the accuracy of the Experian-provided information. Pre-qualification credit reports utilize a “soft” inquiry and do not impact a consumer’s credit score.

### 2. ADDITIONAL TERMS FOR CREDIT REPORT FOR PRE-QUALIFICATION - EXPERIAN.

#### (a) “Pre-Qualification Services”:

- (i) Is a consumer consent-based business model;
- (ii) Is a consumer-initiated transaction, in which consumers consent to have their credit report pulled to see what credit options may be available to them from Company;
- (iii) Is a solution where the consumer reviews the credit options returned by Company and decides whether or not to apply for such options;
- (iv) Requires that Company’s permissible purpose is consumer’s written instructions, and a “soft” consent Pre-Qualification inquiry is posted on all files accessed; and
- (v) Is different from a prescreen process, and, therefore, no firm offer of credit is involved.

(b) Company agrees to implement and adhere to Experian-approved processes to be permitted to utilize Services, including utilizing approved processes for requesting Services via the Advantage Credit web platform and/or any Loan Origination System (“LOS”) with which Advantage Credit is integrated. *See your original executed agreement for details.*

(c) Advantage Credit shall manage and audit the implementation and ongoing utilization of the Pre-Qualification Service by Company. Advantage Credit and / or Experian will have the right to audit Company to assure compliance with the terms of this Addendum. Company will provide full cooperation and will be responsible for assuring full cooperation by its employees, in connection with such audits. Company will provide Advantage Credit, and/or Experian, or obtain for Advantage Credit and /or Experian, access to such properties, records, and personnel as Advantage Credit and/or Experian may reasonably require for such purpose.

(d) Company shall be required to obtain the consumer’s written instructions in a manner substantially similar to that provided below.

FCRA Compliance-Written Instructions.

#### A. **Written Instructions for In-Person, Face to Face Interactions.**

- a. Company shall modify the website requirements below as necessary.

B. **Website.** Company will substantially comply with the following website requirements, the form of which may be modified as necessary for incorporation into a hard-copy form for use in an in-person or face-to-face environment:

- a. Company will prominently display a message specifically informing the consumer that his or her credit profile will be consulted for the purpose for which it is to be used and no other purpose, and that clicking on the “I AGREE” button following such notice constitutes written instructions to Company under the FCRA. The notice to be provided by Company to the consumer will be substantially as follows, or in such form as has been previously approved in writing by Experian and shall not deviate therefrom:

*You understand that by clicking on the “I AGREE” button immediately following this notice, you are providing “written instructions” to [name of Company] under the Fair Credit*



*Reporting Act ("FCRA") authorizing [name of Company] to obtain information from your personal credit profile or other information from Experian via Advantage Credit. You authorize [name of Company] to obtain such information solely to conduct a pre-qualification for credit.*

- b. The "I AGREE" button must immediately follow the notice provided for above. The notice and "I AGREE" button must be separate from any other notice or message contained on the Company's website.
  - c. The terms to which the consumer is agreeing immediately preceding the consensual click must be viewable by the consumer.
  - d. The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice.
  - e. The consumer must be informed how, after providing consent, he or she may, upon request, obtain a paper copy of any applicable electronic record of their consent and any terms to which they agree, and whether any fee will be charged for such copy.
  - f. The consumer must be provided with a statement of hardware and software requirements for access to and retention of the terms to which he or she is agreeing, including their consent in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent.
  - g. The record of the consumer's "written instructions" by clicking "I AGREE" must be retained by Company in a form that is capable of being accurately reproduced for later reference by the parties.
  - h. Company may only charge the consumer (directly or indirectly) for the Pre-Qualification Services if the Company is a mortgage loan originator.
    - 1) The consumer's "written instructions" must clearly include and disclose the charge for the Pre-Qualification Services to the Consumer at the time consumer provides written consent to pull the consumer report.
    - 2) Company may only charge the consumer upon the consumer's affirmative election to proceed with an application for credit.
  - i. Company must provide the consumer with information on how the consumer can update his or her contact information.
- C. **Written Instructions by Telephone.** Company will comply with the following requirements if Company is obtaining written instructions over the telephone. Company shall substantially comply with Section 2(e)(i) of this Addendum, as specifically modified below; both Section 2(e)(i) and Section 2(e)(ii) of this Addendum are designed to comply with the Electronic Records and Signatures in Commerce Act:
- a. Company will ask each consumer to confirm his or her consent to access such person's credit report for Pre-Qualification purposes by asking the following:

*In order to verify your identity, you need to authorize [name of Company] to access your credit report for Pre-Qualification purposes. Please confirm your authorization to access your credit report for Pre-Qualification purposes by pressing the # key now.*
  - b. The consumer must not be able to proceed in the process without affirmatively agreeing to allow access to his or her credit report as provided above.
  - c. The record of the consumer's 'written instruction' by pressing the # symbol must be retained by Company in a form that is capable of being accurately reproduced for later reference by the parties.
- (e) A record of a consumer's 'written instruction' shall be retained by Company in a form that is capable of being accurately reproduced for later reference by Company and Advantage Credit, Inc.
- (f) Company shall not operate as the agent of any third party.
- (g) Company shall not:
- (i) Operate as a reseller of Pre-Qualification Services, or
  - (ii) Offer depersonalized credit profiles for bid by third parties, or



- (iii) Charge the consumer more than the cost of the Pre-Qualification; it must be a pass-through of the charge, only;
- (iv) Offer the Pre-Qualification Services or Credit Information as the sole additional feature of a higher-priced service offering or as an incentive to, or bundled with, a fee-based offering.
- (h) Company shall access the Credit Information of only one (1) consumer for a pre-qualification purpose and session. Credit Information relating to one (1) consumer can never be merged with Credit Information relating to another consumer (i.e. no joint Pre-Qual reports).
- (i) Company may communicate reminders to consumer that options continue to be available to consumer for a period not to exceed thirty (30) calendar days. The reminder cannot contain any of the credit option details or Credit Information.
- (j) Company shall not use, or permit any Company's respective employees, agents and subcontractors to use, the trademarks, service marks, logos, names or any other proprietary designations of Experian, whether registered or unregistered, without prior written consent from Experian.
- (k) Company shall not offer depersonalized credit profiles for bid by third parties.
- (l) Company shall not utilize Pre-Qualification Services to replace a "hard" inquiry for the purpose of offering credit.
- (m) Company shall allow only consumer-supplied contact data and other consumer-supplied data to be passed on to third party lenders, and only after:
  - (i) Consumer has provided Company with consumer's specific affirmative written authorization (in a manner acceptable to Experian), authorizing Company to forward such consumer-supplied data, together with information identifying whether such consumer passed Company's credit criteria, which may include certain screening criteria provided by the third party lenders to Company, to the third party lenders (which record of such written authorization must be retained by Company in a form that is capable of being accurately reproduced for later reference by the parties) ("Consumer Authorization"); and
  - (ii) Applicable credit options available in the marketplace have been presented to the consumer for consumer's review.
- (n) Company shall not provide the credit report (in whole or in part) obtained through Pre-Qualification Services to a consumer or to any third party, and shall not provide a score, decision or any other information or indicator of the consumer's credit worthiness, derived in whole or in part from such credit report to the consumer or to any third party. Notwithstanding the foregoing, Company shall comply with all applicable laws related to any adverse action with respect to any consumer that is based on information contained in a consumer report;
- (o) Company shall not make any credit decision, nor provide FCRA-regulated pre-screen services on behalf of a third party; and
- (p) The Pre-Qualification Services credit data pulled shall be used by Company on a per session basis and shall not be used by Company after such session ends.



## **Exhibit C to Appendix 26**

### **TransUnion: Pre-Qualification**

#### **Pre-Qualification Process:**

TransUnion requires that all end users of Credit Reports for Pre-Qualification ("Services," or "Pre-Qualification Credit Reports") containing consumer credit information maintained and provided by TransUnion implement and adhere to TransUnion-approved processes in order to be granted the ability to access such Services. Service to assemble credit reports consisting of consumer credit information maintained and provided by TransUnion for the specific permissible purpose of determining the lending offers for which a consumer maybe qualified. Advantage Credit does not update or alter underlying consumer credit information administered by TransUnion, and does not maintain a database of information from which new consumer reports are produced. Advantage Credit does not guarantee the accuracy of the TransUnion-provided information. Pre-qualification credit reports utilize a "soft" inquiry and do not impact a consumer's credit score.

The process and associated components outlined in this Exhibit has been approved by TransUnion for an Advantage Credit customer ("Company") to request TransUnion consumer credit information for pre-qualification purposes accessed via the Advantage Credit web platform and / or any Loan Origination System ("LOS") with which Advantage Credit is integrated.

1. Pre-Qualification Services consists of consumer report transactions pursuant to which User identifies User credit products (or, in the case of a Lead Generator, credit products of its lending institution partners) and the accompanying rates, terms, etc. for which the consumer may be qualified. After the prequalification decision, User must present the decision, regarding which of its or, in the case of a Lead Generator, its lending institution partners' credit products, to the consumer for consideration, at which point the consumer — if prequalified — can decide whether to move forward with the process. If the consumer is interested in moving forward with the process, the consumer must then apply for the product. If User is a Lead Generator, the User may disclose, as contemplated herein and at the request and instruction of the consumer, such consumer's consumer-provided personally identifiable information in conjunction with and as part of such consumer's application for such credit products ("Application") to the applicable lending institution partner; provided, however, that no information obtained from TransUnion, including but not limited to the consumer report and any scores, may be disclosed to such lending institution partner. At this point, the transaction becomes an application for credit, which requires a subsequent credit reporting transaction for underwriting purposes. The above referenced Pre-Qualification Services can only be used in the prequalification decision, and neither the above-referenced Pre-Qualification Services nor any intelligence or information derived therefrom can be used for any other purpose whatsoever, including as part of the application process and a following underwriting transaction. Any violation of this restriction shall be deemed a material breach by User of its service agreements with Advantage Credit.
2. Upon each request for Pre-Qualification Services, User certifies it has a permissible purpose pursuant to the consumer's written instructions to access such consumer's credit information, as defined by Section 604(a)(2) of the FCRA, and shall agree to use Pre-Qualification Services for the sole purpose of determining its credit products (or, in the case of a Lead Generator, its lending institution partners' credit product(s)) for which such consumer may be qualified, and for no other purpose, including underwriting the loan. For avoidance of doubt, presenting a consumer with lending offers for which the consumer prequalifies may result in the consumer's Application for credit, and the underwriting of a loan upon a consumer's Application for credit requires the User or the User's lending institution partner, as applicable, to obtain a subsequent credit reporting transaction for underwriting purposes. User shall be prohibited from using information obtained



from the Pre-Qualification Services, or information derived therefrom, for underwriting the loan or for any other purpose. Any violation of this use restriction shall be deemed a material breach by User of the Services Agreement. User agrees to maintain a copy of the consumer's written instructions for a period of five (5) years and to provide Advantage Credit with a copy upon request.

3. If User is a Lead Generator, User may communicate consumer-provided personally identifying information to its lending institution partner in connection with an Application only where the User has entered into an agreement with such lending institution partner that requires such lending institution partner, upon receipt of the foregoing consumer identifying information and Application for credit, to obtain a consumer credit report with respect to such consumer for use in connection with underwriting the consumer for the prequalified credit product.
  4. "Soft" inquiries will be posted for credit transactions requesting a Pre-Qualification Service. User acknowledges that a "soft" inquiry posting for Pre-Qualification Services is expressly conditioned on User's compliance to all restrictions herein, and that any violation of such restrictions will devalue the source CRA's Consumer Reporting Database. As such, any limitation of liability provisions in the User Agreement shall not apply to limit User's liability associated with violations of such restrictions.
  5. In no event shall User disclose credit information of any type, including Scores, to consumers obtained in connection with the prequalification of potential consumer customers for lending offers using the Pre-Qualification Services provided hereunder.
  6. In no event may User use any information that could be used to identify a lender (including, without limitation, lender name or account type) included in Pre-Qualification Services delivered hereunder for the purpose targeting consumer customers of other lenders, including for the purpose of refining or modifying offers.
  7. User shall inform a consumer whether or not the consumer has pre-qualified for its (or, in the case of a Lead Generator, its lending institution partners') lending offer(s) and if so, the lending offer(s) for which the consumer has pre-qualified.
  8. User shall at all times maintain complete and accurate records sufficient to substantiate its use of Pre-Qualification Services, including its compliance with the applicable use restrictions, and shall make these and all related records available to Advantage Credit and/or TransUnion upon Advantage Credit's and/or TransUnion's request, which may include providing these records to Advantage Credit and/or TransUnion for an off-site review or making these records available for Advantage Credit's and/or TransUnion's examination during an on-site review. In the event that the review of User's records, or TransUnion's review of its internal records, including User's transaction history, shows that User violated any use restriction, User, without limitation of any other remedies available to Advantage Credit and/or TransUnion under law or equity, shall compensate Advantage Credit and/or TransUnion for any subsequent use of the Pre-Qualification Services, including any intelligence or information derived therefrom, at Advantage Credit's and/or TransUnion's then current rates for credit reports approved for use by TransUnion in underwriting transactions, plus interest at the rate contemplated in the applicable service agreement(s). In addition, User shall pay all reasonable costs associated with Advantage Credit's and/or TransUnion's review of User's records.
1. PROCESS.
- a) Consumer Contact and Authorization  
Consumer may contact Company, or vice versa, via the methods outlined below. In each instance, written authorization (wet or e-signature), or suitable alternative, must be obtained from the consumer.
    - (i) In-Person – Consumer receives, signs, and returns a written authorization.
    - (ii) Telephone – Consumer receives, signs, and returns a written authorization.



- (iii) Website Inquiry
  - a. Consumer receives, signs, and returns a written authorization.
  - b. Alternate Option: Online capture of authorization where details are outlined to the consumer, consumer clicks an "I Agree" button, authorization is date / time stamped and saved as proof of authorization, proof includes verbiage used and consumer identification inquiry information as input by the consumer.
- b) Obtaining Pre-Qualification Credit Reports

Upon receiving consumer authorization, Company obtains a Pre-Qualification Credit Report regarding the consumer via Advantage Credit web platform or Company's LOS utilizing a unique account login per the following steps:

  - (i) Company selects 'Pre-Qual Report' from a drop-down of report type options.
  - (ii) Company inputs consumer inquiry information (name, SSN, address, date of birth), and submits order.
  - (iii) Pre-Qualification Credit Report information is requested from TransUnion, and a "soft" inquiry is posted in Company's name.
  - (iv) Completed Pre-Qualification Credit Report is accessed for review via the following:
    - a. Advantage Credit web platform – Report is available in the Company's reports list, identified by consumer name and report type (i.e., Pre-Qual Report).
    - b. Company's LOS - PDF version of the report is returned to the LOS and associated with the consumer's file.
- c) Review of Credit and Response to Consumer

Company reviews Pre-Qualification Credit Report to determine loan products for which the consumer may qualify and presents loan options to the consumer for review and understanding.

  - (i) If / when the consumer chooses a loan option and requests to proceed with a loan, an application is provided to the consumer. Upon completion of the application, a new credit report is obtained, posting a "hard" inquiry in the Company's name. Company then qualifies the consumer for the loan based upon the new credit report, and proceeds with actions ultimately leading towards the closing of the loan.
  - (ii) If, after Company's review of the Pre-Qualification Credit Report, it is determined that the consumer likely does not qualify for any of the Company loan product offerings, the consumer will be presented with written notice (i.e. adverse action letter) indicating the Company has no available loans to offer, per Fair Credit Reporting Act ("FCRA") guidelines.
- d) Consumer Authorization Details

Company must have an authorization specific to pre-qualification, differing from standard credit authorizations used for the mortgage loan application process, which indicates that the credit report was obtained for pre-qualification purposes.

  - (i) Written authorizations include language substantially similar to the following:

*Please Note: This is only a pre-qualification for a mortgage.*

*You understand that by signing this authorization you are providing your consent to have credit information pulled in your name in an effort to provide you with potential loan options that may be available to you. A mortgage pre-qualification is not a mortgage application, but is used to determine an estimated loan amount and / or potential loan options for which you may qualify based on information you provide and may also be affected by credit report information you authorize us to obtain. Any information obtained from TransUnion will not be used in connection with any application for credit. A separate mortgage application is required to obtain a mortgage loan. Any rates or loan options provided are not final and are subject to change based upon mortgage application submission.*

*I understand that by signing this authorization I am providing written instructions to [name of Company] under the Fair Credit Reporting Act authorizing [name of Company] to obtain*





*information from my personal credit profile or other information from TransUnion. I authorize [name of Company] to obtain such information solely to prequalify me for mortgage loan options, and understand the “soft” inquiry will not affect the credit score associated with my credit profile.*

- (ii) Online consumer acceptance option - end of the authorization is modified per the following:

*You understand that by clicking on the I AGREE button immediately following this notice you are providing ‘written instructions’ to [name of Company] under the Fair Credit Reporting Act authorizing [name of Company] to obtain information from your personal credit profile or other information from TransUnion. The information you provided about yourself, along with a time and date stamp, will be maintained by [name of Company] as proof of acceptance, and will be provided upon request as needed. You authorize [name of Company] to obtain such information solely to prequalify you for mortgage loan options, and understand the “soft” inquiry will not affect the credit score associated with your credit file.*

For online submittal, a button is associated with or follows the last statement, and consumer clicks the “I AGREE” button to complete the submission. Any additional consumers / borrowers, i.e., co-borrowers, would be required to go through the online authorization process separately.

In the event that a pre-qualification is being conducted on more than one consumer, a separate authorization is collected for each consumer. No one may be allowed to authorize on behalf of another individual.

## 2. ADDITIONAL ELEMENTS.

Regardless of whether Advantage Credit literally restricts the ability for Company to reissue a Pre-Qualification Credit Report to any third party via electronic transfer (i.e. Secondary Use), Company agrees that Pre-Qualification Credit Reports are to be utilized strictly for pre-qualification purposes, and not for actual underwriting of a loan.

Consumer shall not receive a copy of the Pre-Qualification Credit Report or associated score because of undergoing the pre-qualification process, except in the instance of receiving an adverse action letter based upon FCRA guidelines.



## Appendix 27

### The Work Number Addendum

[\_\_\_\_\_] , on behalf of itself and its successors, assigns, agents, officers, directors, employees, and authorized users ("End-User" or the "Company"), certifies that it intends to obtain The Work Number® Service ("The Work Number") from Advantage Credit. In order to do so, End-User agrees to the following:

1. Advantage Credit is authorized under agreement with TALX Corporation (a provider of Equifax Verification Services) ("EVS") to sell EVS's The Work Number® Service ("The Work Number") and certain additional EVS services in supplement to The Work Number ("EVS Services") (The Work Number and EVS Services, collectively, the "Services"). The Work Number is an employment verification service provided by EVS to employer clients. Data on the Services may be used to verify consumer's employment status or income for commercial purposes in the residential real estate lending industry. Any information services and data originating from The Work Number or the EVS Services will be requested only for End User's exclusive use in the residential real estate lending industry and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Only designated representatives of End User will request The Work Number and/or the EVS Services, and employees will be forbidden to obtain data from The Work Number on themselves, associates or any other persons except in the exercise of their official duties. End User will not disclose The Work Number and/or the EVS Services to the subject of The Work Number and/or the EVS Services except as permitted or required by law, but will refer the subject to EVS. ADVANTAGE CREDIT may modify the Services on thirty (30) days' written notice to End User. End User may terminate the Services within thirty (30) days after notice of a modification to the Services on written notice to ADVANTAGE CREDIT. Absence of such termination shall constitute End User's agreement to the modification.

2. End User will hold ADVANTAGE CREDIT, EVS, and their respective agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of data from The Work Number and/or the EVS Services by End User, its employees or agents contrary to the conditions of Section 1 above or applicable law.

3. End User recognizes that EVS does not guarantee the accuracy or completeness of The Work Number and/or the EVS Services and End User releases EVS and EVS's agents, employees, affiliated credit reporting agencies and independent contractors from any liability, including negligence, in connection with the provision of The Work Number and/or the EVS Services and from any loss or expense suffered by End User resulting directly or indirectly from The Work Number and/or the EVS Services. End User covenants not to sue or maintain any claim, cause of action, demand, cross-action, counterclaim, third-party action, or other form of pleading against EVS, EVS's agents, employees, affiliated credit reporting agencies, or independent contractors arising out of or relating in any way to the accuracy, validity, or completeness of any data from The Work Number and/or the EVS Services.

4. End User will be charged for The Work Number and/or the EVS Services by ADVANTAGE CREDIT, which is responsible for paying EVS for The Work Number and/or the EVS Services; provided, however, should the underlying relationship between End User and ADVANTAGE CREDIT terminate at any time during the term of this Exhibit, charges for The Work Number and/or the EVS Services will be invoiced to End User, and End User will be solely responsible to pay EVS directly.



5. End User certifies that it will order The Work Number data ("Data") only when End User intends to use the Data (a) in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the Data is a consumer report, and (b) for one of the following FCRA permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with an existing credit obligation; (iv) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status; (v) when End User otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the account; or (vi) for employment purposes and for no other purpose.

6. End User certifies that it has obtained a copy of the Consumer Financial Protection Bureau ("CFPB") "Notice to Users of Consumer Reports: Obligations under the FCRA" and summary of consumer rights under the FCRA from <https://www.consumerfinance.gov/rules-policy/regulations/1022/n/>, and will comply with the obligations of a user of consumer reports as provided therein. End User further certifies that before ordering Data to be used in connection with employment purposes, it will clearly and conspicuously disclose to the subject consumer, in a written document consisting solely of the disclosure, that End User may obtain Data for employment purposes and will also obtain the consumer's written authorization to obtain or procure Data relating to that consumer. End User further certifies that it will not take adverse action against the consumer based in whole or in part upon the Data without first providing to the consumer to whom the Data relates a copy of the Data and a written description of the consumer's rights as prescribed by the CFPB, and also will not use any Data in violation of any applicable federal or state equal opportunity law or regulation.

7. It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both."

8. ADVANTAGE CREDIT may periodically conduct audits of End User regarding its compliance with the FCRA and other certifications in this Exhibit. Audits will be conducted by mail whenever possible and will require End Users to provide documentation as to permissible use of particular data from The Work Number. End User gives its consent to ADVANTAGE CREDIT or its third party designee to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or End User's material breach of this Addendum, constitute grounds for immediate suspension of the Service or termination of this Addendum. If ADVANTAGE CREDIT terminates this Addendum due to the conditions in the preceding sentence, End User (a) unconditionally releases and agrees to hold EVS and ADVANTAGE CREDIT harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (b) covenants it will not assert any claim or cause of action of any kind or nature against EVS or ADVANTAGE CREDIT in connection with such termination. Any such audits shall be conducted during normal business hours, at any locations containing relevant records. For the purpose of conducting the audits, ADVANTAGE CREDIT and its designee, shall have access to End User's records, personnel, network security systems, facilities, practices and procedures to the extent ADVANTAGE CREDIT or its designee reasonably deem necessary, including an on-site inspection, to evaluate End User's compliance with this Addendum, including the data security requirements of this Addendum. Additionally, upon request by ADVANTAGE CREDIT at any time, End User shall provide ADVANTAGE CREDIT with End User's consumer authorizations. End User shall fully cooperate with all such audit(s), and promptly correct any discrepancy revealed by such audit.



9. End User certifies that it will comply with applicable provisions under Vermont law. In particular, End User certifies that it will order The Work Number relating to Vermont residents that are consumer reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after End User has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. End User further certifies that it has obtained a copy of Section 2480e of the Vermont Fair Credit Reporting Statute from <https://legislature.vermont.gov/statutes/section/09/063/02480e>.

10. End User shall comply with all applicable laws, statutes and regulations regarding the Services, including without limitation applicable provisions of the FCRA, Federal Equal Credit Opportunity Act, Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et. seq. ("GLB"), and any amendments to such laws, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the consumer.

11. This Section 11 applies to any means through which End User orders or accesses The Work Number and/or the EVS Services including, without limitation, system-to-system, personal computer or the Internet. The term "Authorized User" means an End User employee that End User has authorized to order The Work Number and/or the EVS Services and who is trained on End User's obligations under this Exhibit with respect to the ordering and use of The Work Number and/or the EVS Services, including End User's FCRA and other obligations with respect to the access and use of consumer reports. With respect to handling The Work Number and/or the EVS Services, End User agrees to:

- a. ensure that only Authorized Users can order or have access to The Work Number;
- b. ensure that Authorized Users do not order The Work Number and/or the EVS Services for personal reasons or provide them to any third party except as permitted by this Addendum;
- c. inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment;
- d. ensure that all devices used by End User to order or access The Work Number and/or the EVS Services are placed in a secure location and accessible only by Authorized Users and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures;
- e. take commercially reasonable measures to prevent unauthorized ordering of The Work Number and/or the EVS Services by any persons other than Authorized Users for permissible purposes, including, without limitation: (i) limiting the knowledge of the End User security codes, member numbers, User IDs, and any passwords End User may use (collectively, "Security Information"), to those individuals with a need to know; (ii) changing End User's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing The Work Number and/or the EVS Services, or if End User suspects an unauthorized person has learned the password; and (iii) using all security features in the software and hardware End User uses to order The Work Number and/or the EVS Services;
- f. in no event access The Work Number and/or the EVS Services via any unsecure hand-held wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals, and portable data terminals; all mobile applications having access to The Work Number and/or the EVS Services shall be reviewed and approved by EVS prior to access;
- g. not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store data from The Work Number and/or the EVS Services;



- h. encrypt data from The Work Number and/or the EVS Services when in transit and, with respect to all printed data from The Work Number and/or the EVS Services, store such printed data in a secure, locked compartment when not in use and completely destroy such printed data when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose;
- i. if End User sends, transfers or ships any data from The Work Number and/or the EVS Services, encrypt the data from The Work Number and/or the EVS Services using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key encrypted algorithms;
- j. monitor compliance with the obligations of this Section 6, and immediately notify EVS if End User knows of any unauthorized access or attempt to access The Work Number and/or the EVS Services, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity;
- k. not ship hardware or software between End User's locations or to third parties without deleting all unencrypted Security Information and any unencrypted data from The Work Number and/or the EVS Services,
- l. if End User uses a Service Provider to establish access to The Work Number and/or the EVS Services, be responsible for the Service Provider's use of Security Information, and ensure the Service Provider safeguards Security Information through the use of security requirements that are no less stringent than those applicable to End User under this Section 11;
- m. use commercially reasonable efforts to assure data security when disposing of any consumer information or record obtained from The Work Number and/or the EVS Services. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of End User's activities (e.g. the CFPB, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records;
- n. use commercially reasonable efforts to secure data from The Work Number and/or the EVS Services when stored on servers, subject to the following requirements: (i) servers storing data from The Work Number and/or the EVS Services must be separated from the internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices; (ii) protect data from The Work Number and/or the EVS Services through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS); (iii) secure access (both physical and network) to systems storing data from The Work Number and/or the EVS Services, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security specific system patches, as they are available;
- o. not allow data from The Work Number and/or the EVS Services to be displayed via the internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices; and
- p. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by EVS.

## 12. D1C TERMS:

When applicable, End User appoints ADVANTAGE CREDIT as its limited agent solely with respect to reissuing the Verification Services to Fannie Mae in connection with the Day 1 Certainty® program ("D1C Program"). End User authorizes ADVANTAGE CREDIT to reissue to Fannie Mae all Verification Services that are requested pursuant to the process set forth below.



**Acknowledgement:** End User acknowledges and understands that any decision by Fannie Mae to grant End User representation and warranty relief (or any other benefit or relief) in connection with the D1C Program is solely the decision of Fannie Mae. ADVANTAGE CREDIT does not have any responsibility in connection therewith.

**Ordering Process:**

- End User orders Verification Services from ADVANTAGE CREDIT;
- ADVANTAGE CREDIT provides End User Verification Services report with a Reference ID;
- End User supplies the Reference ID to Fannie Mae's D1C platform;
- Fannie Mae then requests the data related to the Verification report from ADVANTAGE CREDIT via Reference ID; and
- ADVANTAGE CREDIT supplies the Verification report data to Fannie Mae.

**Commencement Delay:** End User acknowledges and understands that the commencement of the D1C Services may be delayed pending final approvals from Fannie Mae. ADVANTAGE CREDIT shall not have any liability in connection with any delay in the commencement of the D1C Services.

**Termination of D1C Services:** The D1C Services shall automatically terminate on the date that Fannie Mae ceases the D1C Program or the date that ADVANTAGE CREDIT or its affiliate ceases being a participant in the D1C Program, if either date occurs prior to the termination or expiration of this Exhibit. In either event, ADVANTAGE CREDIT shall endeavor to provide End User with advance notice as is reasonably practicable under the circumstances. Any termination of the D1C Services shall not otherwise have any effect on the provision of any other Services or any other term or condition of any fee schedule, Statement of Work, or the Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have each caused this Addendum to be executed by its duly authorized representative on the date set forth below their respective name to be effective as of the Effective Date set forth below.

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

**END-USER**

By: \_\_\_\_\_

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

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

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

**Advantage Credit**

By: \_\_\_\_\_

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

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





## Appendix 28

### Equifax Property Valuation Services Requirements

1. **License and Permitted Applications.** Equifax grants to Advantage Credit's end user client ("Qualified Subscriber") a non-exclusive, non-transferable license to use the Information Services subject to the terms and conditions of this Agreement, solely for Qualified Subscriber's internal business purposes, with no right to resell or redistribute the Information Services, in whole or in part. Unless Equifax agrees in writing otherwise, the licensed information received via the Information Services is provided for a "one-time" use only. Qualified Subscriber may archive the licensed information solely for audit purposes for twelve (12) months after the date on which Equifax provided that licensed information to Qualified Subscriber (the "Archive Period"). Upon the expiration of the Archive Period, Qualified Subscriber will within a reasonable period of time, not to exceed one hundred and twenty (120) days, destroy or delete the applicable licensed information from its files and computer systems, including all copies thereof, no matter how stored. Upon Equifax's request, Qualified Subscriber will certify in writing that it has completed the foregoing activity.

2. **Restrictions on Use.**

(a) **General Restrictions:** Qualified Subscriber shall not: (i) use the Information Services outside the United States without Equifax's prior written consent; (ii) disassemble, decompile, manipulate or reverse engineer the Information Services or the information output there from and shall take all necessary steps to prevent such disassembly, decompiling, manipulation or reverse engineering; or (iii) use the Information Services for illegal purposes, beyond the scope of the license granted above, or to violate any federal, state or local statute, law or regulation, or for skip tracing, or for electronic telephone directory assistance. Qualified Subscriber shall be solely responsible for obtaining any and all necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to real estate property valuation practices. Qualified Subscriber will not use any element or component of the Information Services to create, replace, supplement or enhance any title, legal vesting, ownership or encumbrance reports. Qualified Subscriber will not use the Information Services coupled with alternative insurance approaches or products without first obtaining Equifax's written permission.

(b) **Consumer Restrictions:** Qualified Subscriber shall: (i) not use for solicitation the name, mailing address or telephone number of a consumer that is designated within any Information Services; (ii) with respect to the Information Services, abide by all prevailing federal, state, and local laws and regulations governing fair information practices and consumers' rights to privacy; and (iii) limit access to the Information Services to those individuals who have a "need to know" in connection with Qualified Subscriber's business and will obligate those individuals to acknowledge consumers' rights to privacy and adhere to fair information practices; and (iv) with respect to any score, hold all information received from Equifax in connection with the Service in strict confidence and will not disclose that information to the subject of the report or to others except as required or permitted by law.

(c) **FCRA Restrictions:** Qualified Subscriber shall not use the Information Services: (i) as a factor in establishing an individual's eligibility for credit or insurance; (ii) in connection with underwriting individual insurance; (iii) in evaluating an individual for employment purposes; (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority; (v) in connection with any permissible purpose as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*); or (vi) in any other manner that would cause such use of the information to be construed as a consumer report by any authority having jurisdiction over Qualified Subscriber, Equifax or both.



3. **Limitations of the Information Services.** The Information Services, including without limitation, the Automated Valuation Models ("AVMs") used in the performance of the Information Services, do not constitute an appraisal of the subject property. The condition of the subject property and current market conditions can greatly affect the validity of the Information Services. Any AVM generated does not include a physical inspection of the subject property or a visual inspection or analysis of current market conditions by a licensed or certified appraiser, which is typically included in an appraisal. The Information Services should not be relied upon in lieu of an appraisal or underwriting process. The predicted value reports are based upon data collected primarily from public record sources. THE ACCURACY OF THE METHODOLOGY USED TO DEVELOP THE AVMS, THE REPORTS, THE EXISTENCE OF THE SUBJECT PROPERTY, AND THE ACCURACY OF THE PREDICTED VALUE ARE ESTIMATIONS OF VALUE BASED ON AVAILABLE DATA AND ARE NOT GUARANTEED OR WARRANTED. NEITHER EQUIFAX NOR ITS AFFILIATES OR LICENSOR MAKE ANY WARRANTY OR REPRESENTATION: (I) THAT THE DATA IS IN COMPLIANCE OF ANY FEDERAL OR STATE OPT OUT OR DO NOT CALL OR SIMILAR LAW; OR (II) ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE INFORMATION SERVICES IN ANY JURISDICTION, STATE OR REGION.

4. **Service Availability and Changes.** If the continued provision of all or any portion of the Information Services becomes impossible, impractical, or undesirable due to circumstances involving or imposed by Equifax's third party licensors or data sources, Equifax reserves the right to, in its sole discretion: (i) change each or any of, including without limitation, the content, format, or style of an Information Services; or (ii) discontinue any Information Services, at any time as reasonably necessary to resolve any circumstances involving or imposed by such licensors or data sources. Equifax will provide notice of any change(s) or a discontinuation as far in advance as circumstances reasonably permit.

5. **Limitation on Scores.** Equifax does not guarantee the predictive value of any score and does not intend to characterize any individual as to credit, purchasing, or any other capability. Neither Equifax nor its directors, officers, employees, agents, subsidiary and affiliated companies, or any third-party contractors, licensors or suppliers of Equifax will be liable to Qualified Subscriber for any damages, losses, costs or expenses incurred by Qualified Subscriber resulting from any failure of any score to accurately predict any propensity, including credit worthiness, of Qualified Subscriber's applicants or customers.

6. **Equifax APIs.** Qualified Subscriber will be responsible for providing and installing all hardware and software at its facilities necessary to access the Information Services. Equifax may make available to Qualified Subscriber one or more proprietary application programming interfaces (APIs) that permit Qualified Subscriber to access certain functionality of the Information Services (each an "**Equifax API**"). Subject to the terms and conditions of this Addendum, Equifax grants to Qualified Subscriber a revocable, non-exclusive, non-transferrable, non-assignable, limited license to implement the Equifax APIs for the sole purpose of communicating and interoperating with the Information Services for Qualified Subscriber's internal business purposes in accordance with the terms and conditions of the Agreement. Qualified Subscriber shall not at any time, and shall not permit others to (i) reproduce, modify, distribute, decompile, disassemble, transfer or reverse engineer any portion of any Equifax API; (ii) violate or attempt to violate the security of the Equifax APIs (e.g., accessing a server or account you do not have authorization for; attempting to test, scan, probe, or hack the vulnerability of any Equifax API or any Equifax network used by the API; attempting to circumvent any authentication measures; overload, flooding or pinging any Equifax API); or (iii) use the Equifax APIs in a manner that, in Equifax's reasonable discretion, constitutes excessive or abusive use or is inconsistent with this the terms of the Agreement. Qualified Subscriber shall be solely responsible for all uses of any Equifax API occurring under any API key or credentials issued to Qualified Subscriber by Equifax. Qualified Subscriber acknowledges that, as between the parties, Equifax exclusively owns all rights, title, and interest (including all intellectual property rights) in and to the Equifax APIs.



Qualified Subscriber shall use commercially reasonable efforts to safeguard the Equifax APIs (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. For the avoidance of doubt, Equifax APIs shall be considered “Information Services” for the purposes of the Agreement.



## Appendix 29

### Precise ID Services- Experian

For the purposes of this Appendix, the term “Precise ID for ID Screening Services” means the comparison of Customer supplied consumer identifying information against identifying information contained in multiple Experian databases and Experian’s output of a fraud risk score and classification type. Customer may request detailed output in addition to the fraud risk score. For the purposes of this Appendix, the term “Precise ID for Customer Management” means the comparison of Customer supplied consumer identifying information against identifying information contained in multiple Experian databases and Experian’s output of a fraud risk score and attributes. The term “Precise ID for Account Opening Services” means the comparison of Customer supplied consumer information against consumer identifying and credit information contained in multiple Experian databases and Experian’s output of a fraud risk score and classification type. Customer may request detailed output in addition to the fraud risk score. The Precise ID for ID Screening Services, Precise ID for Customer Management and the Precise ID for Account Opening Services are collectively the “Precise ID Services”.

**a. Precise ID for ID Screening Services/Precise ID for Customer Management.** Customer acknowledges and agrees their use of the Precise ID for ID Screening Services and Precise ID for Customer Management will comply with Experian’s policies for the use of Precise ID for ID Screening Services. Further, Customer agrees that they will not use the Precise ID for ID Screening Services or Precise ID for Customer Management for the granting or denial of credit or for the setting of credit terms or pricing.

**b. Precise ID Account Opening Services.** Customer certifies that the Customer has a “permissible purpose” under the FCRA. If Customer’s “permissible purpose” is based upon the written instructions of the consumer via the Internet, then Customer is required to obtain the consumer’s written instructions in a manner substantially similar to that provided in Section A of the attached Exhibit A, or if Customer obtains the consumer’s consent to access credit data over the telephone, Customer shall do so as provided for in Section B.

Customer also certifies that Customer will request and use all data received from Experian solely for its internal purposes in connection with transactions involving the consumer as to whom such information is sought and that it will not provide the Precise ID for Account Opening Services to any third party.

If Customer chooses to use custom Fraud Penetration Index (“FPI”) attributes within Precise ID for Account Opening Services, Customer certifies that (i) it will obtain and use the consumer’s written instructions as Customer’s sole permissible purpose under the FCRA prior to requesting the Precise ID for Account Opening Services; (ii) Customer understands that the custom FPI application has not been developed to be compliant with Equal Credit Opportunity Act, 15 U.S.C. 1691 et seq.; and (iii) therefore, the Customer will not use the Precise ID for Account Opening Services for the granting or denial of credit or the setting of credit terms or pricing.

#### EXHIBIT A to Appendix 29

#### WRITTEN INSTRUCTIONS

**A. FCRA Compliance—Written Instructions.** Customer shall substantially comply with the following web site requirements:

- (1) Customer will prominently display a message specifically informing the consumer that his or her credit profile will be consulted for the purpose for which it is to be used and no other purpose, and that clicking on the “I AGREE” button following such notice constitutes written instructions to the customer under the FCR a period customer agrees that the notice provided by customer will be substantially as follows:



"You understand that by clicking on the I AGREE button immediately following this notice, you are providing 'written instructions' to (Customer) under the Fair Credit Reporting Act authorizing (Customer) to obtain information from your personal credit profile or other information from Experian. You authorize (Customer) to obtain such information solely to \_\_\_\_\_  
(insert purpose e.g. to confirm your identity to avoid fraudulent transactions in your name.)

- (2) The "I AGREE" button must immediately follow the notice provided for above. The notice and "I AGREE" button must be separate from any other notice or message contained on the web site.
- (3) The consumer must have the ability to fully review any of the terms to which he or she is agreeing immediately preceding the consensual click.
- (4) The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice. The consumer must have the ability (should they choose) to print out the terms to which he or she is agreeing, including their consent.
- (5) The record of the consumer's 'written instruction' by clicking "I AGREE" must be retained by Customer in a form that is capable of being accurately reproduced for later reference by the parties.

**B. Written Instructions by Telephone.** If Customer is obtaining "written instructions" over the telephone, Customer shall substantially comply with the following requirements which are designed to comply with the Electronic Records and Signatures in Commerce Act:

- (1) Customer will ask each consumer to confirm his or her consent to access such persons credit report for authentication purposes by asking the following: "In order to verify your identity, you need to authorize Customer to access your credit report for authentication purposes. Please confirm your authorization to access your credit report for authentication purposes by pressing the # key now";
- (2) The consumer must not be able to proceed in the process without affirmatively agreeing to allow access to his credit report as provided above; and
- (3) The record of the consumer's 'written instruction' by pressing the # symbol must be retained by Customer in a form that is capable of being accurately reproduced for later reference by the parties.



## Appendix 30

### Security and Confidentiality Requirements Related to Remote Work

Client shall take all steps necessary to ensure that all Remote Working, defined as an employee performing the employee's job at a location other than the in-office location of the employer, will be conducted only at secure locations and to preserve the strict confidentiality of all information, including consumer information, handled by Client Personnel, including but not limited to employees, contractors, and third party processors. Without limiting the foregoing, when engaged in Remote Working, client will ensure that all such Client Personnel:

- Use only secure applications and methods of communication to access Experian Services and data and all other Bureau and vendor data and services;
- Always activate security measures on laptops and other devices (e.g. VPN) before accessing any Internet content;
- Do not extract or store any data remotely on any laptop or other device;
- Do not write down any sensitive information, including, but not limited to, Personally Identifiable Information (PII) or Payment Card Information (PCI), in any form;
- Do not make any sound recordings, video recordings or photographs of workstation screens or verbal conversations;
- Do not allow laptop or device screens to be visible through any exterior window;
- Do not allow anyone else in their home to use any laptop or other device used for Remote Working for any reason;
- Operate in an area that is not visible to family or friends and where conversations are not overheard;
- Do not conduct Remote Working in a public place e.g. coffee shop, etc.;
- Lock all laptop or other device screens when away from the device;
- Secure all devices when not on-line and/or at the end of a work shift;
- Use only Wi-Fi networks that are password protected; and
- Report any attempts at social engineering or security concerns or incidents (including any lost or stolen laptop or other device or suspected improper access to confidential information) to a manager with authority to handle such issues and relay such concerns/incidents to Advantage Credit within 24 hours.





## Appendix 31

### Secondary Use Policy

1. **SECONDARY USE DEFINED.** A Secondary Use of a credit report occurs when a previously ordered report is provided to any Qualified Secondary User other than the End User that originally ordered the credit report, in connection with the same transaction for a permissible purpose. Secondary Use occurs when any or all of the consumer credit data contained in the original report is provided to the Qualified Secondary User in any form: electronic, paper or otherwise. As the original requestor of the consumer credit data, Advantage Credit customers are defined as the original End User for the purpose of Secondary Use.
2. **QUALIFIED SECONDARY USERS.** A Qualified Secondary User is a lender or other third party that has been properly credentialed as having a permissible purpose under the FCRA to access consumer credit data.
3. **SECONDARY USE PURPOSE.** The purpose of Secondary Use reporting is to provide greater transparency to the consumer as to which entities are viewing consumer credit data in the mortgage loan application and underwriting process. Additionally, Secondary Use reporting ensures that consumer credit data is only accessed in accordance with FCRA guidelines.
4. **SECONDARY USE INQUIRY POSTING.** The Bureaus mandate that all Secondary Uses be reported for the purposes of posting to the consumers credit file in accordance with the FCRA. The Bureaus post Secondary Uses to consumers' credit files as "soft" inquiries that do not impact the consumers' credit scores and will only be displayed on consumer disclosure reports. The Secondary Use notification sent to the Bureaus must include the full name of the Qualified Secondary User for posting to the consumer's credit file. The Bureaus charge for each Secondary Use Inquiry posted.
5. **SECONDARY USE FEES.** The Bureaus each charge a Secondary Use posting fee for every secondary inquiry that is reported on a consumer's file. Advantage Credit will impose a Secondary Use fee on our customers for each Secondary Use transaction.
6. **ADVANTAGE CREDIT RESPONSIBILITIES.** As the original reseller of the consumer credit data, Advantage Credit is responsible for reporting all Secondary Use transactions to the Bureaus for reporting to consumers' credit files. Advantage Credit currently has agreements with the Government Sponsored Entities (Fannie Mae and Freddie Mac) as well as other major lenders to record Secondary Use transactions from these qualified entities.
7. **COMPANY RESPONSIBILITIES.** As the original End User of consumer credit reports, the Company must abide by the following: (a) Company must ensure that all Secondary Uses of credit reports to Qualified Secondary Users are reported to Advantage Credit for accurate posting to the Bureaus; (b) Company is prohibited from distributing consumer credit reports, in whole or in part, by any means, to entities or individuals that are not Qualified Secondary Users; (c) Company is prohibited from distributing consumer credit reports to any secondary user that does not have permissible purpose under the FCRA to access consumer credit data; (d) Company is prohibited from distributing consumer credit reports to any secondary user that is not in connection with the transaction the report was originated for; ( e) Company will proactively communicate with Advantage Credit to request -and will actively assist in facilitating- a signed agreement between any S-Reissue Secondary Use entity being utilized by Company and Advantage Credit, to ensure regulatory compliance and establish payment terms.



## Appendix 32

### Trended ACROFILE Plus Telco & Utilities/Attributes Service Terms and Conditions

Any provision of Attributes Service by Advantage Credit ("CRA") to an end user client of Advantage Credit ("Attribute Qualified Subscriber") shall be subject to the terms and conditions of the Agreement for Service between CRA and Attribute Qualified Subscriber that governs the provision of Equifax Credit Information (the "Agreement") and the additional Attributes Service terms and conditions set forth below (the "Attributes Service Terms and Conditions"). Prior to CRA offering any Attributes Service to a Qualified Subscriber, the Attributes Service Terms and Conditions shall be agreed to by the Attribute Qualified Subscriber by its inclusion in the CRA's Agreement Additional T's & C's. and shall be binding on the parties.

**1.Scope.** These Attributes Service Terms and Conditions establish the terms and conditions pursuant to which CRA may provide the Attributes Service to Qualified Subscriber as described herein.

**2.Definitions.** All capitalized terms used but not defined herein shall have the meanings given them in the Agreement. In addition to the definitions set forth elsewhere in these Attributes Service Terms and Conditions, the following terms have the meanings set forth below:

a. **"Approved GSEs"** means a government agency or a privately-held, quasi-governmental entity (created by acts of Congress) established to enhance the flow of credit to specific sectors of the American economy(**"GSEs"**); provided that GSEs do not lend money to the public directly, but instead guarantee third-party loans and purchase loans in the secondary market. A list of the Approved GSEs is attached hereto as **Attachment A**, which may be updated from time to time by Equifax.

b. **"Attributes Service"** means the Trended ACROFILE Plus Telco & Utilities, an Information Service pursuant to the Agreement, consisting of the selected attributes and items of information regarding consumers contained in the third-party consumer reporting agency database of NCTUE provided through Equifax as a reseller of the consumer reports from NCTUE (pursuant to the FCRA). The Attributes Service is considered an "Equifax Information Service" for purposes of these Attributes Service Terms and Conditions and the Agreement and the terms and conditions therein (notwithstanding that the Attributes Service comes from the NCTUE consumer reporting database and Equifax is solely a reseller of such information).

c. **"CRA"** means Advantage Credit, Inc., a Reseller of credit data and related services.

d. **"NCTUE"** means the National Consumer Telecom and Utilities Exchange, Inc. (**"NCTUE"**) database, a third party member-owned consumer reporting agency through which its member companies exchange source-anonymous information on new connect requests, payment history, and historical account status and/or fraudulent telecommunications, pay TV, utility and central alarm service accounts. For the avoidance of doubt, NCTUE Database does not include Equifax credit information, and Equifax is not a member of NCTUE, nor does Equifax own any aspect of NCTUE.

e. **"Private Issuers"** means those financial institutions comprised of investment firms that are members of the Structured Finance Association (an association established with the core mission of supporting a robust and liquid securitization market, recognizing that securitization is an essential source of core funding for the real economy (<https://structuredfinance.org/members/>)) and that securitize mortgage loans and underwrite and issue MBS for sale to investors in accordance with applicable securities laws. A list of the Private Issuers is attached hereto as **Attachment A**, which may be updated from time to time by Equifax.



f. **"Qualified Subscriber"** means the end user client of Advantage Credit.

**3. License.** Subject to Qualified Subscriber's compliance with the terms of the Agreement (including these additional Attributes Service Terms and Conditions), and solely during the license term set forth in the Agreement or the applicable ordering document, CRA grants to Qualified Subscriber and Qualified Subscriber receives a non-transferrable, non-exclusive, revocable license to use the Attributes Services within the Permitted Territory solely for the Permitted Use set forth below and not for any other purpose.

**4. Permitted Use.** Qualified Subscriber will only use the Attributes Services in accordance with the Agreement (including these additional Attributes Services Terms and Conditions) and for the following use and no other use (the **"Permitted Use"**):

a. **FCRA Certifications.** Qualified Subscriber acknowledges that the Attributes Service consists of consumer reports, as defined by the FCRA, and will only be ordered when Qualified Subscriber intends to use the consumer report: (a) in accordance with the FCRA and all state law FCRA counterparts, and (b) for one of the FCRA permissible purposes set forth in the Agreement. Qualified Subscriber further certifies that it will use each consumer report ordered from Equifax for one of the foregoing purposes and for no other purpose and that it will not share with or provide to any third party such consumer reports, except as otherwise expressly permitted by the Agreement or this Addendum.

b. **Limits on Use.** Qualified Subscriber further agrees that the Attributes Service will only be ordered solely for the purpose of delivering the Attributes Service to Approved GSEs and Private Issuers that are seeking to obtain the Attributes Service to be used in (i) the Approved GSEs' and Private Issuers' respective automated underwriting systems as one of the many secondary risk factors for mortgage loan assessment (e.g. to determine whether to purchase a mortgage loan) (the **"Mortgage Loan Assessment"**), and (ii) the creation and underwriting of mortgage-backed securities (**"MBS"**).

c. **Adverse Action Prohibited. THE ATTRIBUTES SERVICE MAY NOT BE USED, IN WHOLE OR IN PART, BY QUALIFIED SUBSCRIBER OR ANY APPROVED GSE, PRIVATE ISSUER OR ANY OTHER PERSON TO TAKE ANY ADVERSE ACTION (AS DEFINED IN THE FCRA).** Qualified Subscriber will not interpret the failure of Equifax, NCTUE or CRA to return any Attributes Service or other information regarding the consumer's eligibility for a credit service as a statement regarding that consumer's credit worthiness, because that failure may result from one or more factors unrelated to credit worthiness.

**5. Qualified Subscriber Representations.** Qualified Subscriber covenants, represents and warrants that:

a. Qualified Subscriber represents that it is in the mortgage underwriting, lending and related industries.

b. Qualified Subscriber shall (i) use the Attributes Services exclusively for the Permitted Use and for no other purpose, including credit decisioning purposes, and (ii) use and ensure that any permitted agents of Qualified Subscriber access and use Attributes Services in accordance with the terms of the Agreement (including these additional Attributes Services Terms and Conditions).

c. Qualified Subscriber shall use the Attributes Services in a manner that (i) complies with all applicable federal, state and local laws, rules, regulations and ordinances, including those governing privacy, data protection, fair information practices, public records, marketing to consumers and consumers' rights to privacy; (ii) does not, in any way or for any purpose, infringe any third party's intellectual or proprietary rights, including but not limited to, copyright, patent, trademark, or trade secret; and (iii) is not defamatory, libelous, harmful to minors, obscene, pornographic, unlawfully threatening or unlawfully harassing. Qualified Subscriber is solely responsible for all results of its or its employees and permitted agents use of the Attributes Services.



d. Qualified Subscriber shall not (i) merge or combine the Attributes Services with information or data from any other source, or (ii) use the Attributes Services in combination with any other Equifax Information Services.

e. Qualified Subscriber shall hold all Attributes Service and all information contained therein licensed under these Attributes Service Terms and Conditions in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever to others except to the extent expressly permitted under Section 4 of these Attributes Services Terms and Conditions or as otherwise expressly required by law.

f. Qualified Subscriber shall not reuse Attributes Service or any information contained therein in any manner, including with respect to any additional transactions or disclosures for additional Mortgage Loan Assessments.

g. Except as expressly permitted in these Attributes Service Terms and Conditions, Qualified Subscriber shall not: (i) sell, convey, license, sublicense, copy, commingle, archive, reproduce, display, publish, disclose, distribute, disseminate, transfer, use or otherwise make available the Attributes Service, or any portion thereof, to another in any manner or by any means; (ii) reverse engineer, decompile, modify in any manner or create derivative works from the Attributes Service; or (iii) export nor permit the export of the Attributes Service outside of the Permitted Territory.

**6. Disclosing Attributes Service to Consumer Subjects.** Qualified Subscriber will not provide the Attributes Service, or information contained therein, to the consumer subject of such information unless expressly required bylaw or approved in writing by Equifax. In the event that Qualified Subscriber discloses the Attributes Service to the consumer, Qualified Subscriber shall transmit such information only to the consumer for which the information pertains, accurately and in its entirety, and include the date the information was last checked or revised by NCTUE and the full name and mailing address of NCTUE office as providing the information.

**7. No Unauthorized Representations.** Qualified Subscriber will make no representations or warranties on behalf of Equifax or NCTUE or relating to the Attributes Service except as authorized in writing by Equifax.

**8. Consumer Handling.** Qualified Subscriber will refer all consumers who have questions or disputes Attributes Service to NCTUE at the designated contact information. In no case will Qualified Subscriber attempt to, or hold itself out to the consumer or to the public as being able to handle disputes on behalf of NCTUE or Equifax or to reinvestigate the Attributes Service.

**9. Audit.** In addition to any audit or review rights set forth in the Agreement, Equifax, on behalf of itself and NCTUE, may review and audit Qualified Subscriber's access to and use of the Attributes Service. In connection with any audits hereunder, Equifax shall have the right, from time to time, to: (1) upon reasonable notice to Qualified Subscriber, enter into Qualified Subscriber's facilities during normal business hours and conduct on-site audits of Qualified Subscriber's compliance with the terms hereunder; and (2) conduct audits by mail, email or similar electronic means that may require Qualified Subscriber to provide documentation regarding compliance with the terms hereunder. Qualified Subscriber gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Qualified Subscriber's material breach of these Attributes Service Terms and Conditions, constitute grounds for immediate suspension of service or termination of these Attributes Service Terms and Conditions.

**10. Termination.** The Service is provided through Equifax as a reseller of the Attributes from NCTUE. As such and in addition to any other termination rights under the Agreement, CRA may immediately terminate these Attributes Service Terms and Conditions or suspend provision the Attributes Service if



the continued provision of all or any portion of the Attributes Service becomes impossible, impractical, or undesirable due to a change in applicable law, an Equifax or NCTUE policy with respect to data security, consumer privacy, maintenance of the Attributes Service with current industry standards, or a third party data source restriction (including NCTUE and Equifax). CRA will provide written notice of such termination or suspension as far in advance of the effective date as is reasonably practical under the circumstances.

**11.Disclaimer, Waiver, Release and Covenant.** IN ADDITION TO ANY WAIVER, RELEASE AND COVENANTS IN THE AGREEMENT, QUALIFIED SUBSCRIBER ACKNOWLEDGES AND AGREES:

a. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, THE ATTRIBUTES SERVICE IS PROVIDED BY EQUIFAX AND ITS DATA PROVIDERS AND SUPPLIERS (INCLUDING NCTUE AND ITS CONTRIBUTORS AND MEMBERS) (COLLECTIVELY, "**DATA PROVIDERS AND SUPPLIERS**") ON AN "AS-IS," AS-AVAILABLE BASIS, AND EQUIFAX AND ITS DATA PROVIDERS AND SUPPLIERS HEREBY DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, GUARANTEES, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITH RESPECT TO THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OF THE ATTRIBUTES SERVICE. IN NO EVENT WILL EQUIFAX OR ITS DATA PROVIDERS AND SUPPLIERS BE LIABLE TO QUALIFIED SUBSCRIBER FOR ANY LOSS OR INJURY RELATING TO, ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, ITS ACTS OR OMISSIONS, EVEN IF NEGLIGENT, RELATING TO THE ACCURACY, CORRECTNESS, COMPLETENESS, OR CURRENTNESS OF THE ATTRIBUTES SERVICE.

b. QUALIFIED SUBSCRIBER RELEASES EQUIFAX AND ITS DATA PROVIDERS AND SUPPLIERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, DATA FURNISHERS, SUCCESSORS AND ASSIGNS (THE "**RELEASED ENTITIES**") FROM LIABILITY FOR ANY ACTS OR OMISSIONS IN CONNECTION WITH THE PREPARATION OF ATTRIBUTES SERVICE AND THE INFORMATION THEREIN AND FROM ANY LOSS OR EXPENSES SUFFERED BY QUALIFIED SUBSCRIBER OR USERS (INCLUDING APPROVED GSEs AND PRIVATE ISSUERS) RESULTING DIRECTLY OR INDIRECTLY FROM THE ATTRIBUTES SERVICE. QUALIFIED SUBSCRIBER COVENANTS NOT TO SUE OR MAINTAIN ANY CLAIM, CAUSE OF ACTION, DEMAND, CROSS-ACTION, COUNTERCLAIM, THIRD-PARTY ACTION OR OTHER FORM OF PLEADING AGAINST EQUIFAX, ITS DATA PROVIDERS AND SUPPLIERS, OR RELEASED ENTITIES ARISING OUT OF OR RELATING IN ANY WAY TO THE CURRENCY, ACCURACY OR INACCURACY, VALIDITY OR NONVALIDITY, OR COMPLETENESS OF ANY OF THE ATTRIBUTES' SERVICE.

c. NCTUE is a third-party beneficiary hereunder with respect to the waivers, releases and covenants contained herein with fully enforceable rights that shall survive the termination for any reason.

#### **Attachment A to Appendix 32**

Approved GSEs and Private Issuers  
Approved GSEs (including Government Agencies)

- Federal Home Loan Banks.
- Federal National Mortgage Association (FNMA or Fannie Mae)
- Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac)
- Government National Mortgage Association (Ginnie Mae)
- Veterans Administration (VA loans)
- U.S. Department of Agriculture (USDA)
- HUD/FHA



Private Issuers 1st Financial	Lending Club
Bank USA	Lending USA
ACC Mortgage Inc	Morgan Stanley
AmeriHome Mortgage Co	Nationstar Mortgage LLC
Amherst Pierpont Securities	One Main Financial
Angel Oak Home Loans	PennyMac Mortgage
Annaly Capital	Investment Trus
Bank of America	PNC Capital Markets/Loan
Bank of the West	Services
Barclays	RBC Capital Markets
BMO Capital Markets	Redwood Trust
Builder Finance	Rocket Mortgage fka: Quicken
Chase	Loans
Chimera Investment Corp	SoFi
Citibank	Sovereign Bank
Citizens Bank	TD Bank Group
Credit Suisse	Truist Securities
Deutsche Bank	Union Home Mortgage Corp
Fifth Third Bank	US Bank NA
First Key Mortgage	USAA / USAA Federal Saving
First National Bank of Omaha	Bank
Flagstar	Vista Point Mortgage
Freedom Mortgage	Wells Fargo
Goldman Sachs & Co	
Home Trust	
HSBC Securities	
Jefferies LLC	
JP Morgan Chase	
JP Morgan Securities	
Key Banc Capital Markets	





## Appendix 33

### 4506-C Income Verification Express Services

If Client receives 4506-C Income Verification Express Services, the following additional terms and conditions shall apply:

1. Advantage Credit will receive Internal Revenue Service ("IRS") Form 4506-C ("Transcripts") from the Client and submit such forms to the IRS for processing. Advantage Credit will deliver the results back to the Client ("4506-C Report").
2. In the event that the IRS institutes a fee increase, Advantage Credit may correspondingly increase the fee for the 4506-C Income Verification Express Services, such increase to be effective immediately upon Advantage Credit's written notice to Client.
3. Client acknowledges and agrees that the IRS will charge Advantage Credit for, and fees are still due and payable for, incomplete, rejected, fraudulent, duplicate and otherwise unprocessable forms. Advantage Credit will use its commercially reasonable efforts to return such forms to Client prior to submission to the IRS. Forms must also conform in all material respects with Advantage Credit's written instructions, as modified from time to time, such modification to be effective upon written notice thereof.
4. Client shall include in each order of a 4506-C Report all information and documents required by Advantage Credit. Without limiting the generality of the foregoing, Client must submit a fully completed IRS Form 4506-C (that has been completed in accordance with all applicable provisions of the Internal Revenue Code, IRS rules, regulations, orders, determinations and revenue rulings, and other federal pronouncements), the subject(s) must sign and date such form, and Client must provide Advantage Credit with a copy of such signed form by fax or other agreed upon means. **Advantage Credit, LLC, ADD ADDRESS (or such other name and address as Advantage Credit may designate from time to time) must be entered in item 5 of IRS Form 4506-C.** Client must keep each subject's signed original IRS Form 4506-C for at least five (5) years after receiving the 4506-C Report on the subject, and provide the originals to Advantage Credit on request.
5. Client agrees that it will order and use the 4506-C Reports (or information contained therein) only for lawful purposes under and in accordance with applicable federal law including, without limitation, applicable provisions of the Internal Revenue Code, IRS rules, regulations, orders, determinations and revenue rulings, and other federal pronouncements. Client acknowledges and agrees that Advantage Credit's sole activity under this Agreement shall be the submission of IRS Form 4506-Cs (or information contained therein) to the IRS and the transmittal to Client of the resulting 4506-C Reports (or information contained therein). Client acknowledges and agrees that Advantage Credit will not assemble or evaluate the 4506-C Reports (or information contained therein), but, rather, will simply forward to Client the 4506-C Reports (or information contained therein) that it receives. Client acknowledges and agrees that Advantage Credit will not retain any copies of the 4506-C Reports (or any information contained therein) except in connection with litigation, subpoenas, court orders and similar purposes. Client will not acquire any other right, title or interest in any 4506-C Reports (or information contained therein) or in any patent, copyright, trademark, trade name, or other intellectual property in connection with the 4506-C Reports.
6. Client agrees to comply with the applicable requirements under the Gramm-Leach-Bliley Act (15 U.S.C. section 6801 et seq.) and the Privacy Safeguards Rule promulgated by the Federal Trade Commission thereunder (16 C.F.R. section 314) (together, "GLB Act") with respect to "nonpublic information" (as defined under the GLB Act) it receives from Advantage Credit on subjects, including, without limitation, to use that information solely for the purposes in accordance with the Agreement, and implementing procedures required under the GLB Act to safeguard such information. Client is solely responsible for its own compliance.



7. Client certifies it has sufficient policies and procedures in place to validate the identities of all individuals authorized now and in the future to submit and retrieve IRS transcripts on behalf of Client. Client must collect and verify the following information: name, date of birth, address, social security number (SSN), email address, and phone number. Client agrees to provide Advantage Credit evidence of such verification upon Advantage Credit's request.
8. D1C TERMS:

Client appoints Advantage Credit as its limited agent solely with respect to reissuing the Verification Services to Fannie Mae in connection with the Day 1 Certainty® program ("D1C Program"). Client authorizes Advantage Credit to reissue to Fannie Mae all Verification Services that are requested pursuant to the process set forth below.

Acknowledgement: Client acknowledges and understands that any decision by Fannie Mae to grant Client representation and warranty relief (or any other benefit or relief) in connection with the D1C Program is solely the decision of Fannie Mae. Advantage Credit does not have any responsibility in connection therewith.

Ordering Process:

- Client orders Verification Services from Advantage Credit
- Advantage Credit provides Client Verification Services report with a Reference ID
- Client supplies the Reference ID to Fannie Mae's D1C platform
- Fannie Mae then requests the data related to the Verification report from Advantage Credit via Reference ID
- Advantage Credit supplies the Verification report data to Fannie Mae

Commencement Delay: Client acknowledges and understands that the commencement of the D1C Services may be delayed pending final approvals from Fannie Mae. Advantage Credit shall not have any liability in connection with any delay in the commencement of the D1C Services.

Termination of D1C Services: The D1C Services shall automatically terminate on the date that Fannie Mae ceases the D1C Program or the date that Advantage Credit or its affiliate ceases being a participant in the D1C Program, if either date occurs prior to the termination or expiration of this Exhibit. In either event, Advantage Credit shall endeavor to provide Client with advance notice as is reasonably practicable under the circumstances. Any termination of the D1C Services shall not otherwise have any effect on the provision of any other Services or any other term or condition of any fee schedule, Statement of Work, or the Agreement.



## Appendix 34

### Supplement and Verification Addendum

This Addendum to the Advantage Credit Agreement is entered into by the undersigned (herein after referred to as the “Company”) and describes additional terms and conditions for Company’s request for supplements to consumer reports and verification of consumer reporting information (the “Services”) offered through Advantage Credit. The terms and conditions outlined herein are in addition to, and in no way replace, the terms and conditions of the Agreement which remain in full force and effect. If the terms of this Addendum conflict with the terms of the Agreement, the terms of this Addendum shall control. This Addendum shall become effective on the last signature date set forth below (“Effective Date”).

#### 3. SERVICE DESCRIPTION.

- (a) Supplement – Service to verify, add, or update consumer credit information, some of which may have been originally reported by the three national credit bureaus (Equifax, Experian, and TransUnion, hereafter the “Bureaus”) to provide along with the consumer credit reports ordered by the Company from Advantage Credit. Advantage Credit provides supplement requests at the specific request of the Company, as the limited agent for the Company, and are to be used solely for a one-time use. Advantage Credit processes supplement requests through approved documentation from creditors and other authorized third-party furnishers or by contacting the creditor directly. Supplement requests (i) do not update consumer information maintained by the Bureaus; (ii) do not update or impact the consumer’s Fair Isaac Corporation (“FICO”) score or VantageScore; and (iii) do not update or apply to any other prior or subsequent credit reports the consumer ordered through Advantage Credit. Supplement requests include the option to add non-traditional credit information, such as utilities, personal notes, and credit references to an existing consumer report. Supplement requests do not include notification, verification and corrections due to consumer disputes that Advantage Credit receives directly from consumers or the Bureaus.
- (b) Rescore – Service to request updates to the consumer credit information maintained by the Bureaus and assembled via consumer credit reports ordered by the Company via Advantage Credit. At the request of the Company, Advantage Credit submits Rescore requests to the Bureaus through their related services (Equifax: RapidResolve Plus, Experian: Express Request, and TransUnion: QuickCheck) to update the consumer information maintained by the Bureaus and the FICO score(s) or VantageScore(s) based on the consumer information maintained by the Bureaus. Through their related services, the Bureaus attempt to verify or update information from approved documentation submitted with the request or by contacting the creditor directly. At the Company’s request and upon notification from the Bureaus of the completion of a Rescore request, Advantage Credit orders a new credit report on the consumer from the Bureaus. Rescores may include requests for updated credit scores after a correction has been made to a credit report as a result of a consumer dispute.

#### 4. ADDITIONAL TERMS FOR SUPPLEMENT AND / OR RESCORE SERVICES.

- (a) Company understands the differences between a Supplement and a Rescore as described above.
- (b) By executing this Agreement, Company acknowledges and warrants the following:
  - 1. The Services apply only to consumer credit reports originally ordered via Advantage Credit;
  - 2. Advantage Credit will use its reasonable best efforts to process specific requests for Services, but makes no representation or warranty that it can fulfill every Service request;

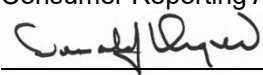


3. Updates to consumer credit information via the Services require verification based on information obtained from the consumer or the creditor, court, or other third-party associated with the information in question; and
  4. Once consumer credit information is updated via the Services or Company receives a correction pursuant to a consumer dispute, the Company expressly acknowledges and agrees that it will not rely on the original information as a basis for making related decisions regarding the consumer's credit information.
- (c) Company will submit to Advantage Credit only those documents Company reasonably believes to be legitimate and makes every effort to authenticate with the originating source any document about which there exists uncertainty regarding such document's legitimacy. Advantage Credit or the Bureaus reserve the right to refuse to process requests lacking acceptable and authentic supporting documentation, or requests where Advantage Credit determines that the documentation is incomplete or not authentic.
- (d) Company understands that, after a Rescore request is successfully completed, the related consumer credit information maintained by the Bureaus may be updated further per scheduled information updates from the creditor or similar, and Advantage Credit is not responsible or liable for notifying Company of any subsequent changes or additions.
- (e) Company will comply with all federal, state, and local laws and regulations applicable to Company's use of the Services.
- (f) Company will make no warranties or guarantees of any kind or nature to the consumer or any third party regarding the Services.
- (g) ANY COST OR FEES PAID TO ADVANTAGE CREDIT FOR A RESCORE WILL UNDER NO CIRCUMSTANCES BE CHARGED BACK TO THE CONSUMER, EITHER DIRECTLY OR INDIRECTLY.
5. AUDIT RIGHTS. Company understands that Advantage Credit and the Bureaus reserve the right to verify the authenticity of any supporting documentation submitted by the Company pursuant to this Addendum by contacting the author of the document, communicating with the organization purporting to be the author of any document, or by checking court records.
  6. INDEMNIFICATION. Company will indemnify and hold harmless Advantage Credit and its directors, officers, employees, agents, contractors, licensors, affiliated companies, and sources of information from and against, of whatever kind or nature and without limitation, any loss, cost, liability, and expense (including reasonable attorney's fees) resulting from Company's, its employees', or agents' acts or omissions related to this Addendum or breach of any obligation under this Addendum.
  7. LIMITATION OF LIABILITY. ADVANTAGE CREDIT DOES NOT WARRANT THAT IT CAN PROCESS OR RESOLVE ANY REQUEST THROUGH THE SERVICES AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ADDENDUM, NEITHER PARTY GUARANTEES OR WARRANTS THE CORRECTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION OR SERVICE PROVIDED TO THE OTHER. NEITHER ADVANTAGE CREDIT, NOR ANY OF ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AFFILIATED COMPANIES, OR SOURCES OF INFORMATION ("AFFILIATED PERSONS AND ENTITIES") WILL BE LIABLE TO THE COMPANY, AND COMPANY RELEASES THEM, FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, IN PROVIDING THE SERVICE NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS OR ANY OTHER AGREEMENT, INCLUDING ANY FUTURE AMENDMENTS AND ADDENDA, NEITHER ADVANTAGE CREDIT NOR THE AFFILIATED PERSONS AND ENTITIES



WILL BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR SPECIAL DAMAGES FOR COMPANY, INCLUDING LOST PROFITS.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Effective Date.

_____ Company	ADVANTAGE CREDIT, INC. Consumer Reporting Agency 	_____ Authorized
_____ Authorized Signature		
_____ Signature		
_____ Printed Name	Don Unger Printed Name	_____ President
_____ Title	President	_____ Title
_____ Date		_____ Date



## Appendix 35

### Verification of Military Status

If Client receives Verification of Military Status Services, the following additional terms and conditions apply:

1. Client agrees to obtain a signed written authorization from each subject prior to ordering a Verification of Military Status Service. Client will maintain all authorizations for at least five years and will provide Advantage Credit with a copy upon request.
2. To receive this Verification, Client shall include in each order all information and documents required by Advantage Credit.
3. Based on the data provided to Advantage Credit, Advantage Credit will provide Client with Military Status Reports verifying an individual's enrollment in the Defense Enrollment and Eligibility Reporting System ("DEERS") database maintained by the Defense Manpower Data Center of the U.S. Department of Defense to determine whether such individual is serving on active duty in, or has been discharged from active duty within the immediately preceding 367 days from, the Uniformed Services (Army, Navy, Marine Corps, Air Force, National Oceanic and Atmospheric Administration, Public Health Service and Coast Guard) and therefore is eligible for coverage under the Service Members Civil Relief Act, 50 U.S.C., App. §§ 501 *et seq.*, as amended ("SCRA"). Client represents and warrants that the data provided to Advantage Credit for purposes of obtaining a Military Status Report is provided in compliance with all applicable laws. Client further certifies that it will order Military Status Reports solely for the purposes of determining coverage under SCRA.
4. Client acknowledges and understands that the DEERS database only provides data regarding whether an individual is serving on active duty or has been discharged from active duty within the immediately preceding 367 days. Client further acknowledges and understands that coverage under the SCRA may include certain categories of persons on active duty for purposes of the SCRA who would not be reported as on "active duty" in the DEERS database. Advantage Credit makes no representation or warranty, express or implied, as to the eligibility of any individual under the SCRA. Military Status Reports represent the certification by the DEERS database that an individual is on active duty status as defined in accordance with 10 U.S.C. § 101(d)(1) for a period of more than 30 consecutive days; provided, however, that (i) in the case of a member of the National Guard, active duty service as reported in the DEERS certificate includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 U.S.C. § 502(f) for purposes of responding to a national emergency declared by the President and supported by federal funds; and (ii) a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days shall be reported as on active duty status in the DEERS certificate. In ordering a Military Status Report, Client agrees to make its own analysis of the applicability of the SCRA as to any individual. Client further agrees that Advantage Credit shall not be liable for any errors in the data provided by Client for purposes of obtaining a Military Status Report.





## Appendix 36

### ScoreNavigator

If Client requests and receives ScoreNavigator, Inc. Services (as defined below), the following shall apply:

1. Limited License. Advantage Credit has a limited sub-license to utilize the software provided by ScoreNavigator Inc., with an email address of [compliance@ScoreNavigator.com](mailto:compliance@ScoreNavigator.com) ("ScoreNavigator") and an address at 871 Lee Road, Suite C, Macon, GA 31204, in order to provide ScoreNavigator's products and services ("ScoreNavigator Services") to clients. Client hereby authorizes Advantage Credit to receive and use credit information provided to Advantage Credit by the nationwide consumer reporting agencies (Equifax, Transunion and Experian) ("Credit Information") on behalf of Client in order for Advantage Credit to access the ScoreNavigator software and transmit the resulting ScoreNavigator Services to Client.

2. Restrictions to License. Client understands and agrees that Advantage Credit's, and thereby Client's, rights to the ScoreNavigator Services are limited, non-exclusive, non-transferable and non-assignable to remotely access the ScoreNavigator software during the term of this Appendix, and for the sole purpose of Advantage Credit providing Client with ScoreNavigator Services. Client acknowledges that ScoreNavigator Services are not intended for use in any credit repair activities as described under the Credit Repair Organizations Act (the "CROA"), and Client agrees to not use, offer, or provide any ScoreNavigator Services or any information derived from ScoreNavigator Services for use in any credit repair activities as described under the CROA.

3. Compliance with Agreement. Client's use of the ScoreNavigator Services shall be consistent with the Fair Credit Reporting Act and the Agreement. Advantage Credit represents and warrants that its provision of the ScoreNavigator Services on behalf of Client is subject to and in compliance with the terms and conditions of the Agreement.

4. Warranties. ScoreNavigator and Advantage Credit disclaim any and all warranties of any kind (express or implied) in accordance with applicable law, including: (a) implied warranties of merchantability, fitness for a particular purpose, non-infringement, non-interference, accuracy of informational content, and system integration; and (b) that any ScoreNavigator Services will be uninterrupted or error free.

5. Trade Secrets. Client acknowledges that all components of ScoreNavigator's Services, including its accompanying documentation (a) constitute commercially valuable, proprietary products of ScoreNavigator; and (b) contain substantial trade secrets of ScoreNavigator. Client will not attempt or assist any third party to, in whole or in part: (a) decompile, disassemble or otherwise reverse engineer any ScoreNavigator Services; (b) reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of any ScoreNavigator Services by any means whatsoever; or (c) create any derivative work based on one or more of the ScoreNavigator Services. Client may not reproduce, copy or translate any ScoreNavigator Services.

6. Ownership. Except for the limited license granted to Client in this Appendix, ScoreNavigator retains all right, title and interest in and to each of the ScoreNavigator Services, including all copyright and other intellectual property rights. Client acknowledges and agrees that ScoreNavigator is a third-party beneficiary of this Appendix and shall be entitled to all rights and remedies available hereunder.

7. Indemnification. Client shall indemnify and hold harmless Advantage Credit and ScoreNavigator, including their vendors necessary to provide the ScoreNavigator Services, affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers (collectively the "Indemnified Parties") from and against any and all damages, penalties, losses, liabilities, judgments,



settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively "Damages") arising out of or in connection with any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity (collectively "Claims") related to Client's violation of this Appendix.

8. Payment of Fees. Advantage Credit will invoice Client for Advantage Credit's applicable fees (the "Fees") for ScoreNavigator Services provided to Client. All Fees shall be paid as stated in the Agreement.

9. Termination. Advantage Credit in its sole discretion may terminate offering ScoreNavigator Services at any time, without notice to Client.



## Appendix 37

# FICO® SCORE MORTGAGE SIMULATOR ADDENDUM

This Addendum to the Advantage Credit, Inc. ("Advantage Credit") Customer Application and Service Agreement (the "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by the undersigned (herein after referred to as the "Company") and describes additional terms and conditions for Company's use of FICO® Score Mortgage Simulator ("FSMS") services (the "Services") offered through Advantage Credit. The terms and conditions outlined herein are in addition to, and in no way replace, the terms and conditions of the Agreement which remains in full force and effect and which also govern Company's use of the Services.

### 8. SERVICE DESCRIPTION.

Access to Fair Isaac Corporation's ("Fair Isaac" or "FICO") proprietary product, the FICO® Score Mortgage Simulator ("FSMS"), a technology solution designed to enable Company to simulate the impact of potential changes in certain data elements of a mortgage applicant's credit report information to understand the potential, simulated impacts on such mortgage applicant's FICO® Scores based on a set of potential actions identified by the Company.

### 9. ADDITIONAL TERMS FOR FICO® SCORE MORTGAGE SIMULATOR.

(a) In this Addendum the following terms have the meanings given below. Additional terms not defined in the Agreement may be defined elsewhere in this Addendum. If there is a conflict between the Agreement and this Addendum, this Addendum shall control:

1. "Active Order Period" - the 30-day period commencing on the date of the first Credit Report pull associated with any Credit Report data in a particular Order, regardless of the date FSMS is accessed or any FSMS Output is generated or accessed.
2. "Applicable Law" - any entity, any law, statute, code, rule, regulation, interpretation, ordinance, directive, regulatory bulletin or guidance, regulatory examination or order, treaty, judgment, order, decree or injunction of any governmental authority that is applicable to or binding upon such entity, which may include but not be limited to, the Credit Repair Organizations Act, 15 U.S.C. § 1679, et. seq., and regulations promulgated thereunder and other similar laws ("CROA"), the Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended and other similar laws ("FCRA"), and, as applicable, any of the foregoing relating to privacy, data protection, or data security.
3. "Authorized User" - an employee of Company that (i) is a mortgage lender, mortgage loan officer, mortgage originator, mortgage broker, or other mortgage professional that qualifies as a "creditor," and, for clarity, is not a "credit repair organization" or "consumer reporting agency," as defined under Applicable Law, (ii) has all necessary rights and consents, including, as applicable, a "permissible purpose" as defined under Applicable Law, to obtain, provide, and use any Credit Report or other information and / or FSMS Output as part of the Permitted Use, (iii) is authorized to use FSMS for and on behalf of Company, for whom Company is responsible, is bound by the confidentiality and other obligations (e.g., Permitted Use and restrictions on Permitted Use) under the Addendum, and (iv) has been issued a valid user identification number and / or password by Company for use of FSMS.
4. "Credit Report" - a single consumer report about a Mortgage Applicant generated by data from one or more of the following nationwide U.S. consumer reporting agencies: Equifax, Experian, and TransUnion.



5. "Documentation" - Fair Isaac's standard, generally available user implementation guide or technical or other manuals for and provided with the Fair Isaac Product, whether in printed or electronic form, as may be amended by Fair Isaac from time to time.
6. "Fair Isaac" or "FICO" - the Fair Isaac Corporation.
7. "Fair Isaac Product" - a generally available software, component, module, functionality or analytic product, or other technology, of Fair Isaac, which may be licensed for on-premises installation or provided through a SaaS Service.
8. "FICO Score" or "FICO® Score" - analytic or other FSMS Output (such as reason codes, where applicable), including a number (e.g., a 3-digit number) or other indicator, representing a risk or other measurement that is calculated by the application of Fair Isaac's proprietary FICO score scoring software (or other similar technology developed by Fair Isaac, including any scoring algorithm(s) or models embodied therein) that embodies the model(s) of the FICO score analytic(s) to a consumer credit record from a credit database of a nationwide U.S. consumer reporting agency (Equifax, Experian, or TransUnion).
9. "FICO Score Mortgage Simulator" or "FSMS" - FICO's proprietary Fair Isaac Product, the FICO® Score Mortgage Simulator, a technology solution designed to enable an Authorized User to simulate the impact of potential changes in certain data elements of a Mortgage Applicant's Credit Report information to understand the potential, simulated impacts on such Mortgage Applicant's Classic FICO Scores (or such other FICO® Score versions as determined by Fair Isaac from time to time), based on a set of potential actions identified by the Authorized User in the solution, to enable the Authorized User to interact with the Mortgage Applicant.
10. "FSMS Output" - Output generated through the use of FSMS, including any simulated score or score delta, content generated from simulation scenarios, action plans based on simulations, or other information or content.
11. "Mortgage Applicant" - an individual that is a prospective or current mortgage applicant.
12. "Order" - a bundle or grouping of data from no more than three Credit Reports in the aggregate and limited to no more than a single Credit Report pulled from each of the three nationwide U.S. consumer reporting agencies (Equifax, Experian, and TransUnion) associated with a unique individual consumer. For clarity, (i) an Order may only be used to generate FSMS Output with respect to a consumer during the applicable Active Order Period for such Order, and upon expiration of such Active Order Period, a new Order must be obtained for any generation of additional FSMS Output with respect to such consumer, and (ii) FSMS Output may only be used during applicable Output Use Period, and upon expiration of such Output Use Period, new FSMS Output must be generated for any further use of FSMS Output with respect to such consumer.
13. "Output Use Period" - the 120-day period commencing on the date of the first Credit Report pull associated with any Credit Report data in a particular Order.
14. "Platform" – refers to as applicable, Credit Interlink, a wholly-owned subsidiary of Ascend Companies, Inc. ("Ascend"), which owns and operates a technology platform through which Advantage Credit may provide Credit Reports, or other third-party technology platforms through which Advantage Credit may provide Credit Reports, such as but not limited to MeridianLink.
15. "Permitted Use" - an Authorized User's (i) internal use of FSMS, during the Term, to generate FSMS Output (in "read only" format) during the Active Order Period, and use of such FSMS Output (and any information related thereto or created from the use thereof) during the Output Use Period, solely for the Authorized User's internal informational purposes with respect to the simulated potential credit outcomes illustrated (and any potential action plan generated by the Authorized User corresponding with such outcomes ("Action Plan")) as part of such FSMS Output resulting from the FSMS's simulation scenarios selected by the Authorized User based on Credit Report or other data that is obtained and used by Company related to the Mortgage Applicant, and (ii) sharing of the Action Plan with the Mortgage Applicant, during the Output Use Period, solely for the Mortgage Applicant's own personal educational and informational use and not for any other use.



- (b) From time to time, Company may request that Advantage Credit provide access to FSMS, and solely for Company's Authorized Users to access FSMS via Advantage Credit's front-end technology platform, solely for Company's internal Permitted Use of FSMS to generate FSMS Output solely during the applicable Active Order Period for its Permitted Use of the FSMS Output (and any information related thereto or created from the use thereof) during the applicable Output Use Period and not for any other purpose, including, but not limited to, establishing a consumer's eligibility for credit or insurance or otherwise for any credit or insurance decisioning (e.g., credit or insurance prequalification, prescreening, origination, underwriting, pricing, collections, account review), credit repair activities, initiating or removing a dispute, or requesting or making changes to, a consumer report and at all times in accordance with Applicable Law. Advantage Credit may use the FSMS Documentation solely for the purpose of exercising the license rights granted under this Section.
- (c) Fair Isaac reserves all rights not expressly granted to Advantage Credit. Company acknowledges and agrees that FSMS and FSMS Output (including any actual or simulated FICO Scores) are proprietary to Fair Isaac and that Fair Isaac retains all intellectual property rights in and to FSMS and FSMS Output. Company will only permit use of FSMS (and any FSMS Output) by its employees that are Authorized Users, and represents and warrants that it (and each Authorized User) has all necessary rights and consents, including, as applicable, a "permissible purpose" as defined under Applicable Law, to obtain, provide, and use any Credit Report or other information and FSMS Output in connection with use of FSMS. Company shall not (and shall not permit any third party to) (i) in any way use FSMS (or any FSMS Output or Documentation) other than for the license rights and Permitted Use expressly granted in Section 2(b), including permitting or attempting to gain access to FSMS or data contained therein other than through Authorized Users, (ii) in any way disclose, alter, change, modify, adapt, translate, or make derivative works of FSMS (or any FSMS Output or Documentation), and for clarity, except for the Permitted Use expressly granted in Section 2(b), no FSMS Output may be disclosed to a consumer or other third party unless Fair Isaac provides written consent in advance of such disclosure, (iii) with respect to FSMS (or any underlying model, scores, FSMS Output, or other Fair Isaac property), actually or attempt to reverse engineer, decompile, disassemble, reconstruct, discover, or reduce any object code to human perceivable form, or modify, or create any derivative works, (iv) sublicense or operate FSMS (or any FSMS Output, documentation, or other Fair Isaac property) for timesharing, rental, outsourcing, or service bureau operations, or otherwise on behalf of any third party, (v) create, disclose to any third party, or publish, performance benchmarking of FSMS (or any underlying model, scores, FSMS Output, or other Fair Isaac property) or comparisons of FSMS (or any underlying model, scores, FSMS Output, or other Fair Isaac property) with respect to any other product or service, (vi) use FSMS or any model, scores, FSMS Output, or other Fair Isaac property) to create or assist others in creating any product or service that is competitive with FSMS or any other Fair Isaac product or service, or to create FSMS Output using any score other than a FICO Score as an FSMS input, (vii) use for any benchmarking, calibration (including attempting to calibrate or align a non-Fair Isaac model or product to a non-Fair Isaac model or product), or for any purpose that may result in the replacement of or reduced or discontinued use of any Fair Isaac product or service, (viii) remove any proprietary notices from the FSMS (or any FSMS Output or Documentation), (ix) transmit to or through FSMS material containing software viruses or other harmful or deleterious computer code, routines, files, scripts, agents, or programs that may damage, intercept or expropriate any data or system, or containing content that may be unlawful, immoral, libelous, tortious, infringing, defamatory, false, or harmful to others or to interfere with or disrupt the integrity or performance of FSMS or data contained therein, (x) disparage Fair Isaac, FSMS, or any of Fair Isaac's products or services, or (xi) use FSMS (or any FSMS Output or Documentation) in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property or other right of any person, or that violates any Applicable Law.
- (d) **WARRANTY DISCLAIMER.** Commercially reasonable efforts will be made to provide FSMS in accordance with its Documentation in all material respects. Company must report any breach of this warranty within thirty (30) days after such breach to assert a claim under this section. For any breach of this warranty, the exclusive remedy, and Advantage Credit's, Ascend's Platform's, and Fair Isaac's entire liability, shall be at Fair Isaac's option to use commercially reasonable efforts to



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CONNECTION WITH THIS ADDENDUM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

- (f) Advantage Credit and Company acknowledge and agree that Fair Isaac is a third-party beneficiary hereunder with respect to FSMS, FSMS Output, and other Fair Isaac intellectual property and with fully enforceable rights. Company further acknowledges and agrees that Fair Isaac's rights with respect to FSMS, FSMS Output, other Fair Isaac intellectual property, and all works derived therefrom are unconditional rights that shall survive termination or expiration for any reason.
- (g) Company shall hold harmless and indemnify at its own expense Advantage Credit, Fair Isaac, or their Affiliates (and their directors, officers, employees, and agents) from any and all costs and / or damages arising from Company's infringement of Fair Isaac intellectual property or other breach of the terms of this Addendum.
- (h) Company hereby grants to Fair Isaac the right and license to use all data ("End User Data"), including consumer records, provided by it (or Advantage Credit on its behalf) to Fair Isaac, as required by Fair Isaac for Fair Isaac to perform its obligations under the Addendum, and as necessary for Fair Isaac to perform services and analysis in connection with FSMS, including for support, and similar purposes. Company represents and warrants that it has sufficient rights in all End User Data as necessary to deliver it to Fair Isaac and permit its use, as contemplated hereunder, and has obtained from all individuals, persons and third parties any required consents and authorizations, and has provided all required notices with respect to the collection, retention, disclosure and use of the End User Data, as contemplated hereunder that may be required under Applicable Law, including but not limited to applicable privacy rules and policies.
- (i) Advantage Credit reserves the right to modify the terms of this Addendum as necessary to comply with changes imposed by Fair Isaac on Advantage Credit. Advantage Credit will endeavor to give Company reasonable notice of such changes before such changes are implemented, but such prior notice shall not be necessary for such changes to take effect. Company may terminate this Addendum at any time after notification of a change to the terms of this Addendum in the event Company determines that such changes are not in its best interest.
- (j) Trademarks. Company acknowledges and agrees that the trademarks, trade names, product names, brands, logos, and service marks ("Marks") for Fair Isaac Products (and any FSMS Output), all other Marks of Fair Isaac, and the FICO Brand are, and shall remain, the exclusive property of Fair Isaac. Company shall comply with Fair Isaac's reasonable and customary brand, trademark and display requirements (e.g., trademark use and display requirements) as provided by Fair Isaac from time to time. (A current copy of such requirements is attached to this Addendum as Exhibit A and has been provided to Company.) Accordingly, Fair Isaac will have an appropriate review and approval of any materials displayed or provided to any current or prospective client or other approved third party. All use of the FICO Brand will accrue solely to the benefit of Fair Isaac. Upon any expiration or termination of this Addendum, the rights and licenses under this Section shall automatically terminate, and Company shall cease all such licensed use of the FICO Brand.



## EXHIBIT A

### Fair Isaac Brand, Trademark Display and Marketing Requirements

FICO® Score Mortgage Simulator Branding, Trademark, Display, and Marketing / Requirements provide specifications for Company using the FICO® Score Mortgage Simulator and related FICO materials and may be modified by FICO from time to time.

These requirements apply to all communication channels or media, including print, digital or electronic (i.e. desktop, mobile, etc.).

#### 4. BRAND AND DISPLAY REQUIREMENTS.

e) Requirements on how to reference FICO® Score and FICO® Score Mortgage Simulator in display and communications.

(iv) FICO® Score

c. If being used to reference the general product within general copy or marketing communications:

- a. FICO® Score" or "FICO® Scores" (in general reference when referring to more than one FICO® Score, being one version from more than one of the nationwide U.S. consumer reporting agencies (Equifax, Experian, and TransUnion), or multiple versions from one or more of the nationwide U.S. consumer reporting agencies (Equifax, Experian, and TransUnion)).
- b. At the earliest appropriate point, there is a requirement to communicate the FICO® Score (type / version) being provided in the product(s).
- c. Use "FICO® Score (and version number)" (for example "FICO® Score 4") when referencing a specific version of the score.
- d. For avoidance of doubt, "FICO" by itself cannot be used when referencing the FICO® Score. FICO by itself means the company.
- e. Never modify trademarks: Trademarks must be used consistently and should never be modified or used in a different form. That means no hyphenation, combination or abbreviation, and trademarked names should not be pluralized or used as possessives.
  - o *Correct:* FICO® Score 2 based on Experian data
  - o *Incorrect:* ABC Reseller's FICO® Score Mortgage Simulator, real FICO® Score, genuine, FICO® Score, free FICO® Score, etc.

(v) FICO® Score Mortgage Simulator

- a. If being used to reference the general product within general copy, or marketing communications:
  - f. This product should always be referenced as "FICO® Score Mortgage Simulator"
  - g. Modifiers are not permitted (example "ABC Reseller's FICO® Score Mortgage Simulator")
  - h. When referencing the score versions supported by FICO® Score Mortgage Simulator, the following should be listed (FICO® Score 2, FICO® Score 4 and FICO® Score 5).

(vi) Display of FICO® Score Mortgage Simulator access link / button on Company's portal.

- a. Access to the FICO® Score Mortgage Simulator for the Authorized User must be made available in a prominent, clear and unambiguous way on the Company's portal.
  - i. The button or link must clearly communicate that clicking it will take the user to the "FICO® Score Mortgage Simulator" (or "FICO® Score Simulator").
  - j. It must clearly include "FICO® Score Mortgage Simulator" or "FICO® Score Simulator" in the link or on the button.



- k. Where possible, the link or button to access the FICO® Score Mortgage Simulator should be as close to the location FICO Scores are normally displayed in the Company's portal.
- l. If competing solutions are made available on the same screen, the competing solutions must be identified in a manner that does not imply they use or simulate FICO® Scores unless approved in writing by FICO.
- m. FICO will have the right to review and approved FICO content.

## 5. FICO® TRADEMARKS AND USAGE REQUIREMENTS.

- a) How to use Fair Isaac trademarked names and symbols
  - (i) Treat trademarks as adjectives: Trademarks should be used as adjectives modifying nouns. These noun “descriptors”—such as “Service” or “Score”—should be used consistently each time you use the trademarked name.
    - a. *Example:* FICO® Score, FICO® Score Mortgage Simulator
- b) When and where to use trademark symbols
  - (i) On just about everything: Trademark symbols should be included on product packaging, emails, websites, signage, presentations, press releases and any other external use.
  - (ii) On first use: Always include the appropriate symbol (® or ™ or ™) the first time a trademark is used in a document, once in each section page and the first use in each graphic.
    - a. *Exceptions:* Symbols are not necessary in the headlines of press releases and articles, or in quotes.

With FICO® Scores (such as FICO® Score 4) the rules are slightly different. In addition to using the symbol on first use and in graphics, also include the symbol once in each paragraph the name is used.

In translated documents: When translating an English language document into Spanish (for example), product names should not be translated (should remain in English).

- a. *Example:* FICO® Score La puntuación utilizada por los otorgantes de credito™

- c) Using “FICO” with product names
  - (i) Always include the FICO name with FICO® Scores and other scoring products (e.g., FICO® Score 2, FICO® Score Mortgage Simulator, etc.).
  - (ii) Which symbol to use: Whether the FICO name needs a symbol, and whether it is ® or ™, depends on how it is being used. The following rules apply:

Usage	Rule	Examples
Logo	Use ® every time.	<b>FICO® SCORE</b>
Product Name	With FICO® Score, use on first use, in graphics and once in each paragraph it appears.	FICO® Score
Legal Attribution	Use Fair Isaac, not FICO.	© (Year) Fair Isaac Corporation FICO® is a trademark of Fair Isaac Corporation.
Company Name	When referring to FICO in text as the company, do not use a symbol. Such use is a “trade name” use, not a trademark use. Unlike use of the trademark FICO®, which must be used as an	FICO is an industry leader in consumer credit education.



	adjective, the trade name use of FICO is a noun and can be used as a possessive. Of course, when using the FICO company logo, refer to the first rule above.	
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d) Trademark and copyright language

- (i) When any FICO trademarks are used, you should always acknowledge that FICO owns the trademark. This includes reference to FICO® Scores in marketing and advertising items such as promotional emails, banner ads, or pages with buttons. The following language is acceptable: *"FICO and [Insert other FICO Marks used that appear in front of a ® or ™ sign] are trademarks or registered trademarks of Fair Isaac Corporation in the United States and other countries."*
  - a. Examples:
    - n. If the page has FICO, FICO® Score, and the tagline "The score lenders use" on it, then you must include: *FICO and "The score lenders use" are trademarks or registered trademarks of Fair Isaac Corporation in the United States and other countries.*
- (ii) The trademarks that you are most likely to be using are: FICO® Score, FICO® Score Mortgage Simulator and 'The score lenders use'®. Anytime you use these, trademark acknowledgment will be required as described above.
- (iii) FICO, as it refers to the company, should only be used without the registered trademark and in the trademark acknowledgment (*FICO is a registered trademark of Fair Isaac Corporation in the United States and other countries.*).
- (iv) Whenever FICO® Score is used, it should have the registered trademark symbol in superscript (®) and have capital 'S' for 'Score'. This is applicable to every instance of FICO® Score, and not just the first reference on the page. These are product names for which FICO has registered trademarks.

When a page or document has stand-alone FICO-provided content, include the following: (Example "© [year] FICO® Score 5")

- (v) Within an actual customer score display (3-digit score):
  - a. FICO® Score (#) based on (nationwide U.S. consumer reporting agency) data as of xx/xx/xxxx
- (vi) If referencing the general product associated with a specific nationwide U.S. consumer reporting agency:
  - a. FICO® Score 2 based on Experian data
  - b. FICO® Score 5 based on Equifax data
  - c. FICO® Score 4 based on TransUnion data

6. MARKETING REQUIREMENTS.

The following are FICO-related marketing requirements to be incorporated in all material created by the entity marketing and advertising the FICO® Score Mortgage Simulator.

Marketing and advertising includes the following types of media: all forms of online, radio, television, billboard, movie, video, news releases, email, social media and print (brochures, flyers, product and solution fact sheets, printed statements, newspaper, magazine, newsletters, etc.), PowerPoint or other presentations for public display or distribution used to promote FICO® Score solution being offered.

a) Permitted Marketing Terms / Uses

- (i) The distributing entity shall use reasonable efforts to market and promote the FICO® Score Mortgage Simulator to their customers and prospective customers. The marketing and advertising shall be performed in a clear, positive and informative manner.
- (ii) Under no circumstances may the FICO® Score Mortgage Simulator be advertised in any channel (e.g., website) with any content, nor may the marketing and advertising materials reference any content, that is in any way unlawful, offensive, harmful (including to minors), threatening, defamatory, obscene, pornographic, harassing, or racially, ethnically, or otherwise unsuitable or objectionable.
- (iii) The marketing and advertising content must clearly communicate that the distributing entity is the source and distributor of the marketing content
- (iv) Any text-based reference to the word FICO® Score or FICO® Score Mortgage Simulator, or use of FICO® Score logos, in general marketing copy must be of a size and position equivalent or larger to that of the distributing entity reference in that same material.
- (v) Reference to the FICO® Score and FICO® Score Mortgage Simulator can only be made if Company is prominently incorporating the FICO® Score Mortgage Simulator in its offering and reference must clearly direct entities to the FICO® Score Mortgage Simulator and not to competing product offerings.
- (vi) The call to action in the marketing materials must lead to a web page, phone number or other destination where the FICO® Score Mortgage Simulator is prominently available and distinct and separate from other similar or competing products.
- (vii) The FICO® Score Mortgage Simulator cannot be marketed or compared with similar non-FICO solutions without prior written approval by FICO.
- (viii) Any marketing of FICO® Score Mortgage Simulator must be separate and distinct from other similar score simulator solutions.
- (ix) Copying or mimicking any “look and feel” (color, images, style, etc.) of FICO’s websites (including myFICO.com or FICO.com) or other branding is prohibited.
- (x) Company agrees to only use Fair Isaac marks within meta-tags or other non- displayed coding of the distributing entity’s website or use any Fair Isaac marks while using any other Internet search engine enhancement techniques (i.e., tactics which use the Fair Isaac marks to influence the distributing entity’s website’s appearance on search engine results) only on pages where entities can access the FICO® Score Mortgage Simulator that is prominently displayed within the page content.
- (xi) Company may not bid for any Fair Isaac brand terms in any “broad match” or “broad match modified” or “direct match” or “exact match” or similar keyword search marketing, including the following terms “FICO” or “FICO.com” or “www.FICO.com” or “FICO® Score” or “FICOScore” or “FICO® Scores” or “FICOScores” or “FICO Credit Score” or “FICOCreditScore” “myFICO” or “myFICO.com” or “www.myFICO.com” or “My FICO” or “My FICO® Score” or “myFICOScore” or “FICO Identity” or “FICOIdentity” (or any misspellings or derivatives) unless approved in writing in advance by FICO, or otherwise expressly permitted in your underlying license agreement with FICO.
- (xii) Use of FICO trademarks in main domains is prohibited. Use of FICO trademark in any URL must be only on pages where the consumer can access the solution containing a FICO® Score that is prominently displayed within the page content.



- (xiii) FICO trademarks must be used in accordance with our trademark policies (as outlined in this document).
- (xiv) Company shall prepare, produce and distribute marketing and advertising materials at its sole cost and expense.
- (xv) All marketing, advertising and promotional content and materials created must comply with FICO guidelines.
- (xvi) Company must submit in advance copies of any marketing and advertising materials that reference any FICO trademark and receive FICO approval unless approved in writing in advance by FICO and only to the extent expressly permitted in your underlying license agreement with FICO. Unless otherwise expressly provided in your underlying license agreement with FICO, FICO reserves the right to (i) request copies of any marketing and advertising materials that reference any FICO trademark, and (ii) require changes to any marketing and advertising materials that reference any FICO trademark.
- (xvii) Unless otherwise expressly provided in your underlying license agreement with FICO, in the event of any non-compliance with these guidelines, (i) FICO may immediately suspend or terminate your licenses to use any FICO trademarks, or any related materials in any marketing or advertising, and (ii) upon such suspension or termination you shall cease all such use of the FICO trademarks and any related materials.

**\*\* End of Appendix \*\***