

ADDITIONAL TERMS FOR USE OF CERTAIN SERVICES

These Additional Terms are mandated by law, the Repositories, or other Company suppliers and data providers and contain terms and conditions applicable to certain Services. In the event of a conflict between the terms and conditions set forth herein and the terms and conditions set forth in the Agreement, the terms and conditions set forth herein shall control. Only the terms applicable to the Services provided to Client shall apply. All capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

STATE LAW CERTIFICATIONS

California Retail Certification

Section 1785.14(a) of the California Civil Code imposes special requirements with respect to transactions in which a "retail seller" (as defined in Section 1802.3 of the California Civil Code) intends to issue credit to a California resident who appears in person on the basis of an application for credit submitted in person ("point of sale transactions"). Client acknowledges and agrees to comply with these requirements, as applicable. If Client is a retail seller that conducts point of sale transactions, Client certifies that it instructs its employees and agents to inspect the photo identification of all consumers who make an in-person retail application for credit. Client further acknowledges and agrees that Company is not permitted, by law, to provide consumer reports on those retail credit applications with a California address or from a California resident where Company's files do not match at least three identity elements provided in the retail credit application.

Vermont Certification

Client certifies that it will comply with applicable provisions under Vermont law. In particular, Client certifies that it will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Client has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Client further certifies that the below copy of Section 2480e of the Vermont Fair Credit Reporting Statute was received from Company.

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 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 assure 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; 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.

PROHIBITED INDUSTRIES

Client hereby certifies that it is not engaged in any of the following businesses or related activities: bail bond enforcement or bounty hunters; internet people locator services; diet centers; adoption search firms; credit repair companies or credit clinics; for profit credit counseling; loan modification companies; investigative companies, including private investigators and detective agencies; attorney

and paralegal firms, other than those whose sole and exclusive practice is collections, subject to Company's approval; media agencies, news agencies or journalists; law enforcement; non-governmental agencies or businesses associated with the collection of child support; companies or individuals identified on the Experian Customer Alert List; businesses operating out of a residence, except where provided in policy; dating services; asset location services; condominium/homeowners associations (unless acting as a tenant screener with proof of permissible purpose, subject to Company approval); future services (i.e., health clubs, continuity clubs, etc.); country clubs; timeshare; companies involved and/or associated with inappropriate adult content web sites and/or adult-type telephone services. Client will not be an end-user of the Services and Client agrees to notify Company prior to any change in any of the foregoing. Client also certifies that it will not resell the Services or seek the information contained therein for its own personal or non-business use. 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 Company or the Repositories, their officers, directors, employees, contractors, agents, affiliated Bureaus or subscribers arising out of or relating in any way to the Services (or information therein) being blocked by Company or the Repositories or not being accurate, timely, complete or current.

PERMITTED TERRITORY

Client may access, use and store the Services and information obtained from the Services only at or from locations within the territorial boundaries of the United States, Puerto Rico, Guam, and the Virgin Islands (the "Permitted Territory"). Client may not access, use or store the Services or information obtained from the Services at or from, or send it to any location outside of the Permitted Territory without first obtaining Company's written permission.

SECURITY REQUIREMENTS

Client (also called "you" or "your") agrees to follow these Security Requirements when accessing Company Services. These Security Requirements apply to any means through which you access the Company Services including, without limitation, system-to-system, personal computer or the Internet. These Security Requirements represent the minimum security requirements acceptable to Company and are intended to ensure that you have appropriate controls in place to protect information and systems, including any information you receive, process, transfer, transmit, store, deliver and/or otherwise access. It is your responsibility to implement these controls. Company reserves the right to make changes to these Security Requirements without prior notification. All capitalized terms not otherwise defined hereunder shall have the meanings ascribed to them in your Agreement with Company.

Definitions

"Information" means 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 Company or the Repositories' reputation, valuation, and/or provide a competitive disadvantage to Company or the Repositories.

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

General Security Framework

1. Information Security Policies and Governance – You 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 these Security Requirements.
2. Vulnerability Management - Firewalls, routers, servers, PCs, and all other Resources managed by you (including physical, on-premise or cloud hosted infrastructure) will be kept current with appropriate security specific system patches. You will perform regular penetration tests to further assess the security of systems and resources. You 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 - You will use security measures, including anti-virus software, to protect communications systems and network devices to reduce the risk of infiltration, hacking, access penetration by, or exposure to, an unauthorized third-party.
5. Data Security - You will use security measures, including encryption, to protect Company-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 your 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. You will report actual or suspected security violations or incidents that may affect Company to Company within twenty-four (24) hours of your confirmation of such violation or incident.
8. Identification, Authentication and Authorization - Each Authorized 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 –
 - (a) For accounts that use passwords/passcodes as the only factor of authentication: All passwords will remain confidential and use 'strong' passwords. Passwords/passcodes must expire after a maximum of 90 calendar days. Accounts will automatically lock out after five (5) consecutive failed login attempts.
 - (b) For accounts that use multiple factors for authentication: All passwords must follow guidance from NIST 800-63B 'Memorized Secrets', along with its subsections and be used in combination with multi-factor or possession-based authentication methods.
10. Training and Awareness - You shall require all your personnel to participate in information security training and awareness sessions at least annually and establish proof of learning for all personnel.
11. Right to Audit - You shall be subject to remote and/or onsite assessments of your information security controls and compliance with these Security Requirements.

**ADDITIONAL SECURITY REQUIREMENTS - APPLICABLE WHEN SERVICES ARE ACCESSED
VIA AN APPLICATION SERVICE PROVIDER ("ASP")**

1. *Agency*. Client has entered into an agreement with an ASP, pursuant to which ASP will act as Client's agent, and from time to time and on behalf of Client, 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 one or more of the Repositories), received directly or indirectly from Company pursuant to a contract ("Agreement") solely to assist Client with certain credit information processing (all such credit information and scores are collectively referred to herein as "Information"). Client acknowledges and agrees that ASP is acting as Client's agent to assist Client with certain credit information processing. ASP will be entitled to receive all of the Information that Client would be entitled to receive under the terms of the Agreement for the sole purpose stated herein, and ASP shall not access, use, or store the Information for any other purpose. ASP shall (i) only act in accordance with Client's direction, control, and instructions when accessing, using, and/or storing the Information; and (ii) discharge its duties hereunder with care and due diligence. Client acknowledges and agrees that Company is permitting this use at the request of and as an accommodation to Client.
2. *Compliance with Applicable Terms and Conditions*. Client agrees to inform ASP of all terms and conditions of the Agreement (including these terms) applicable to ASP's access to, use of, or storage of the Information on behalf of Client, including but not limited to the use, confidentiality, and intellectual property provisions thereof. Client will ensure that ASP abides by the terms and conditions of the Agreement (including these terms).
3. *Scores*. Without limiting the foregoing, Client acknowledges that the credit scores and related score output contained in the Information (the "Scores") are proprietary to Fair Isaac and/or a Repository, and Client agrees that ASP will not provide the Scores to any party other than Client without prior written consent from both Fair Isaac (with respect to Fair Isaac's proprietary Scores) or the applicable Repository (with respect to Repository Scores), except as expressly instructed by Client and as permitted under the terms of the Agreement, or use the Scores for any purpose other than to provide the credit information processing functions required by Client. Client agrees that ASP 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 clients, prospects or applicants, including score distribution and account performance measures (including delinquency, charge-off, bankruptcy, and revenue). Client acknowledges and agrees that Fair Isaac and the Repositories are third party beneficiaries of the provisions of this paragraph, with right of enforcement.
4. *Gramm-Leach-Bliley Act*. ASP, as agent of Client, shall 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 ASP'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 16 C.F.R. § 314.4 and shall be reasonably designed to (i) insure the security and confidentiality of the Information provided by Company, (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. ASP shall provide its security program to Company upon request and shall adopt any safeguard that Company may reasonably request.

5. *Security Certification.* With respect to use of Experian Information, Client will ensure that ASP, acting as its agent, shall comply with all applicable requirements set forth in the Security Certification Policy (Attachment 2 to Experian's General Reseller Policy and Procedures) located at <https://www.factualdata.com/documents/Attachment2.pdf>.
6. *Audit and Termination Rights.* Client will ensure that ASP shall report any change of location, control, or ownership to Company. Client and Company shall have the right to audit ASP to assure compliance with the terms of the Agreement (including these terms). ASP shall provide full cooperation in connection with such audits and access to such properties, records, and personnel as Client or Company may reasonably require for such purpose. Company may unilaterally terminate the Agreement (including these terms) immediately, or take any lesser action Company believes is appropriate, including but not limited to blocking ASP's access to Company Services, if Company believes in its sole judgment, that ASP has failed to comply with any of its obligations hereunder.
7. *Obligations.* CLIENT SHALL TAKE FULL RESPONSIBILITY AND ASSUMES ALL LIABILITY FOR ANY AND ALL OF ASP'S ACTS OR OMISSIONS WITH RESPECT TO THE INFORMATION.

CLIENT OWNED SUBSCRIBER CODES

In the event Client uses its own subscriber codes to access consumer reports, Client hereby appoints Company as Client's authorized agent for the sole and exclusive purpose of ordering certain consumer information from the one or more of the Repositories, and processing and transmitting such information to Client as reported by the Repositories. Each such request on behalf of Client shall be made by Company using Client's unique and authorized Repository subscriber codes and in connection with Client's authorized permissible purpose. Client represents and agrees that it has the right to provide Company with Client's Repository subscriber codes for the purpose contemplated herein, that the Repositories are processing such orders pursuant to Client's services agreement with the Repositories, and that Client shall remain solely responsible for the payment of any fees charged by the Repositories. Client further acknowledges and agrees that Company, as Client's authorized agent, is not acting in the capacity of a "consumer reporting agency" or a "reseller," as defined under U.S.C. § 1681b(f) and (u), respectively, and therefore Client will be responsible for directing to the relevant Repository any consumer dispute subject to U.S.C. § 1681i et seq.

CREDIT SCORES

1. This Credit Score Section ("Section") governs the use by Client of credit risk scores or insurance risk scores of Fair Isaac Corporation ("Fair Isaac") ("FICO Scores") received from Company. From time to time, Client may request that Company provide FICO Scores (other than Archive Scores, as defined below), and Company agrees to perform such processing as reasonably practicable, for each one of the following purposes requested: (a) in connection with the review of an on-line consumer report it is obtaining from Company; (b) for the review of the portion of its own open accounts and/or closed accounts with balances owing that it designates; (c) 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; or (d) for use as a selection criteria to deliver a list of names to Client, or Client's designated third party processor agent, for transactions not initiated by the consumer for the extension of a firm offer of credit or insurance. Client may store FICO Scores solely as required for regulatory compliance and record retention purposes and in no event shall Client use such stored FICO Scores for any other purpose whatsoever. Client shall use each such FICO Score only once and, with respect to FICO Scores other than Archive Scores, only in accordance with the permissible purpose under the FCRA for which Client obtained the FICO Scores. The FICO Score may appear on a credit report for convenience only, but is not a part of the consumer credit report nor does it add to the information in the report on which it is based. In the event that Client receives a court order or federal grand jury subpoena for a FICO Score, Client should direct the requesting party to Company.
2. Client may also request that Company provide FICO Scores that utilize archived, depersonalized, consumer report information ("Archive Scores") and Company agrees to perform such processing as reasonably practicable. Client shall use the Archive Scores solely to determine the validity of the FICO Scores for the benefit of Client for the single project for which the Archive Scores were acquired, but for no other purpose and for no other entity. Determining validity of the FICO Scores consists solely of: (a) internal validation on Client's own account performance data; (b) internal evaluation of the predictive strength of the FICO Scores as compared to other scores, (c) internal evaluation of the value of the FICO Scores as an internal component of custom models; and/or (d) establishing score cut-offs and strategies, as they relate to Client's portfolios. Client shall not make any attempt to link the Archive Scores to any information which identifies the individual consumers.
3. Client acknowledges that the FICO Scores are proprietary to Fair Isaac and that Fair Isaac retains all intellectual property rights in the FICO Scores and the Model(s) (defined below) used by the applicable Repositories to generate the FICO Scores. Fair Isaac grants to Client, effective during the term of the Agreement, a personal, nonexclusive, non-transferable, limited license to use, internally, the FICO Scores solely for the particular purpose set forth in paragraphs 1 or 2 above for which the FICO Scores were obtained, subject to the limitations set forth in this Section, including, but not limited to the single use restrictions set forth above. Client's use of the FICO Scores must comply at all times with applicable federal, state and local law and regulations, and Client hereby certifies that it will use each FICO Score (other than Archive Scores) only for a permissible purpose under the FCRA. Client shall not attempt to discover, reverse engineer or similar, or emulate the functionality of the FICO Scores, Models or other proprietary information of Fair Isaac, or use the FICO Scores in any manner not permitted in this Section, including, without limitation, for resale to third parties, model development, model validation (except as expressly set forth above in paragraph 2 of this Section), model benchmarking, model calibration or any other purpose that may result in the replacement of or discontinued use of the FICO Scores.

“Model” means Fair Isaac’s proprietary scoring algorithm(s) embodied in its proprietary scoring software delivered to and operated by the applicable Repositories.

4. Client shall not disclose the FICO Scores nor the results of any validations or other reports derived from the FICO Scores to any third party (other than a consumer as expressly provided for below in this paragraph 4) unless: (a) such disclosure is clearly required by law; (b) Fair Isaac provides written consent in advance of such disclosure; and/or (c) but only to the extent, such third party is Client’s designated third party agent (so long as such third party agent is not TransUnion, Experian, Equifax or VantageScore) only for the uses of FICO Scores as expressly permitted above in paragraphs 1 or 2 for which the FICO Scores were obtained by Client; provided however that in either (i.e., (b) or (c) above) event, Client may make such disclosure (or in the event of (c)), direct Company to deliver such lists only after Client has entered into an agreement with the third party agent that (i) limits use of the FICO Scores to only the use permitted to Client hereunder; (ii) obligates the third party agent to otherwise comply with the terms of this Section; and (iii) names Fair Isaac as an intended third party beneficiary of such agreement. Client shall not disclose a FICO Score to the consumer to which it pertains unless such disclosure is required by law or is in connection with an adverse action (as defined by the FCRA) and then only when accompanied by the corresponding reason codes. The FICO Score itself shall not be used as a reason for taking adverse action.
5. Subject to conditions which follow, Fair Isaac warrants that, as delivered to the applicable Repositories, the Models used to produce the FICO Scores delivered hereunder are empirically derived and demonstrably and statistically sound. These warranties are conditioned on: (a) Client’s use of each FICO Score for the purposes for which the respective Model was designed, as applied to the United States population used to develop the scoring algorithm, (b) Client’s compliance with all applicable federal, state and local laws pertaining to use of the FICO Scores, including Client’s duty (if any) to validate or revalidate the use of credit scoring systems under the Equal Credit Opportunity Act and its implementing Regulation B (“Reg. B”) and (c) Client’s use of the FICO Scores otherwise remaining in compliance with the terms of this Section. Fair Isaac also warrants that the credit scoring algorithm does not consider any “prohibited basis” as defined or restricted by Reg. B. FOR ANY BREACH OF THIS WARRANTY, CLIENT’S SOLE AND EXCLUSIVE REMEDY, AND FAIR ISAAC’S AND THE RESPECTIVE REPOSITORIES’ AND COMPANY’S ENTIRE LIABILITY, SHALL BE RECALCULATION OF THE FICO SCORES THAT FORMED THE BASIS OF SUCH BREACH. FAIR ISAAC AND THE REPOSITORIES AND COMPANY HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE.
6. IN NO EVENT SHALL CLIENT, COMPANY, THE REPOSITORIES OR FAIR ISAAC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY ANY PARTY AND ARISING OUT OF THE PERFORMANCE OF THE OBLIGATIONS IN THIS SECTION, 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 AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO FAIR ISAAC’S OR THE REPOSITORIES’ VIOLATION OF CLIENT’S INTELLECTUAL PROPERTY RIGHTS NOR CLIENT’S VIOLATION OF THE REPOSITORIES’ OR FAIR ISAAC’S INTELLECTUAL PROPERTY RIGHTS (INCLUDING THE USE OR DISCLOSURE OF FAIR ISAAC SCORES IN VIOLATION OF THE TERMS OF THIS SECTION). ADDITIONALLY, NEITHER THE REPOSITORIES NOR FAIR ISAAC NOR COMPANY SHALL BE LIABLE FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS SECTION BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL THE REPOSITORIES’ AND FAIR ISAAC’S AND COMPANY’S COMBINED AGGREGATE TOTAL LIABILITY UNDER THIS SECTION EXCEED THE AMOUNTS PAID UNDER THE AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS FOR THE FAIR ISAAC SCORES THAT ARE THE SUBJECT OF THE CLAIM(S) OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.
7. Upon prior written notice, Fair Isaac shall have the right to audit Client to verify Client’s compliance with this Section. Client shall accommodate Fair Isaac in connection with such audit. Such accommodation shall include, but not be limited to, on-site inspection of Client’s records, systems and such documentation as deemed reasonably necessary to demonstrate compliance with this Section. Company and Client acknowledge and agree that Fair Isaac is a third-party beneficiary hereunder with respect to the Models, FICO Scores, and other Fair Isaac intellectual property and with fully enforceable rights. Client further acknowledges and agrees that Fair Isaac’s rights with respect to the Models, FICO Scores, other Fair Isaac intellectual property, and all works derived therefrom are unconditional rights that shall survive termination of the Agreement for any reason.

PRE-QUALIFICATION SERVICES

1. *Pre-qualification Services.* (i) is a consumer consent-based business model; (ii) requires that each Client’s permissible purpose is consumer’s written instructions, and a soft consent Pre-qualification inquiry is posted on all files accessed; (iii) 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 Client; (iv) is a solution where the consumer reviews the credit options returned by the Client and decides whether or not to apply for such options; (v) is different from a prescreen process, and, therefore, no firm offer of credit is involved; and (vi) in the case of Pre-qualification Services of Equifax, may only be used to provide mortgage options. Prior to receiving Pre-qualification Services, Company must provide approval for Client’s use. In the event Client desires to employ a web-based pre-qualification system, Client shall provide screen shots from Client’s system, as applicable, for review and approval. If such web-based provision is approved by Company, the parties shall work in good faith to include any additional terms and conditions deemed necessary by Company. Any subsequent changes to the approved Pre-qualification Services workflow and/or screen shots, outside of non-

material items such as branding, formatting or color changes, will also require Company's approval. Client acknowledges that a "soft" inquiry posting for Pre-qualification Services is expressly conditioned on Client's compliance to all restrictions herein.

2. **License.** Company grants to Client and Client receives a non-transferrable, non-exclusive, revocable license to use the Pre-qualification Services solely for a single use and solely for the permissible purpose set forth below and not for any other purpose.
3. **Permissible Purpose.** Client certifies that it will only request and use the Pre-qualification Services in accordance with the written instructions of the consumer to whom it relates. Written instructions must be obtained prior to placing an order for the Prequalification Services and must comply with the Written Instructions Guidelines below, a sample of which Client will provide to Company. Client must retain the written instructions in a form that is capable of being accurately reproduced for five (5) years.
4. **Written Instructions Guidelines.** Client will obtain the individual consumer's express written instruction to access his/her consumer report for the purpose of prequalification in a clear and conspicuous manner.
 - a. **Online Written Instructions.** Client must substantially comply with the following 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:
 - i. Client 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 Client under the FCRA. Client agrees that the notice to be provided to the consumer will be substantially as follows or in such form as has been previously approved in writing by Company 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 Client] under the Fair Credit Reporting Act authorizing [name of Client] to obtain information from your personal credit profile or other information from a consumer reporting agency. You authorize [name of Client] to obtain such information solely to conduct a pre-qualification for credit."
 - ii. 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 Client's website.
 - iii. The terms to which the consumer is agreeing immediately preceding the consensual click must be viewable by the consumer.
 - iv. The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice.
 - v. The record of the consumer's "written instructions" by clicking "I AGREE" must be retained by Client in a form that is capable of being accurately reproduced for later reference by the parties and the collection and maintenance of such record must comply with all applicable laws or regulations, including but not limited to, the Electronic Signatures in Global and National Commerce Act (the "E-Sign Act").
 - b. **Telephone Written Instructions.** Client shall substantially comply with subsection a of these Written Instruction Guidelines, as specifically modified below; both subsection a and subsection b are designed to comply with the Electronic Records and Signatures in Commerce Act:
 - i. Client 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 Client] 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";*
 - ii. 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;
 - iii. The record of the consumer's 'written instruction' by pressing the # symbol (or any other key that the consumer must press to demonstrate their acceptance) must be retained by Client in a form that is capable of being accurately reproduced for later reference by the parties.
5. **Prohibitions.** Client shall not:
 - a. Operate as the agent of any third party;
 - b. Operate as a reseller of the Pre-qualification Services;
 - c. Directly or indirectly charge the consumer any costs or fees, or accept any other payment or valuable consideration from a consumer, for the Pre-qualification Services or any information derived therefrom ("Consumer Credit Information"), unless Client:
 - i. is a mortgage loan originator and not a lead generator;
 - ii. only charges the consumer upon the consumer's election to proceed with an application for credit;
 - iii. does not charge the consumer more than the cost of the Pre-qualification Services provided by Company; and
 - iv. clearly discloses the charge for the Pre-qualification Services to the consumer at the time the consumer provides written consent to pull the consumer report.
 - d. Offer the Pre-qualification Services 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;
 - e. Use, or permit any of its employees, agents and subcontractors to use, the trademarks, service marks, logos, names or any other proprietary designations of the Repositories, whether registered or unregistered, without the prior written consent of the Repositories;
 - f. Offer depersonalized credit profiles for bid by third parties;
 - g. Use any information that could be used to identify a lender (including without limitation, lender name or account type) included in the Pre-qualification Services for the purpose of targeting consumer customers of other lenders, including for the purpose of refining or modifying offers;
 - h. Utilize Pre-qualification Services to replace a hard inquiry for the purposes of offering credit; or
 - i. Make any credit decision, nor provide FCRA-regulated pre-screen services on behalf of a third party.

6. *Client's Use.* Client shall only offer to consumers its own pre-qualification options and shall not present options of any third-party creditors. Pre-qualification Services and Consumer Credit Information shall be used by Client on a per session basis and shall not be used by Client after the session ends, provided however, that Client shall have the right, for a period of up to thirty (30) days after accessing Pre-qualification Services to remind a consumer via email that credit options continue to be available for such consumer, provided that the content of such email specifically excludes any details on the credit options and any Pre-qualification Services and Consumer Credit Information. In the event Client works with a third-party as its authorized agent and such agent shall have direct access to the Pre-qualification Services (e.g. a mortgage broker using Client's code), Client shall provide Company with a written certification that the Client has a relationship with the agent and instructions that the Client authorizes Company to provide access to the Pre-qualification Services to such agent.
7. *Client Representations.* Client covenants, represents and warrants that:
- a. Client shall (i) use the Pre-qualification Services exclusively within Client's own organization for the Permissible Purpose and for no other purpose, including credit decisioning purposes, and (ii) use and ensure that any permitted agents of Client access and use Pre-qualification Services in accordance with these terms.
 - b. Client shall use the Pre-qualification 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. Client is solely responsible for all results of its or its employees and permitted agents use of the Pre-qualification Services.
 - c. Client shall establish strict procedures so that Client's employees and permitted agents do not access Pre-qualification Services except as set forth herein and shall comply with all Company and/or Repository policies and procedures Company or Repositories make known to Client from time to time regarding the Pre-qualification Services.
 - d. Client shall not (i) merge or combine the Pre-qualification Services with information or data from any other source; (ii) use the Pre-qualification Services in combination with any other service that may be provided by Company (except that the Pre-qualification Services or Consumer Credit Information may be used in combination with CreditXpert or Rescore services, subject to the terms of this Agreement).
 - e. Client shall hold all Pre-qualification Services licensed hereunder in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever to others except the consumer subject of the services ("Consumer Subjects") to the extent expressly permitted under the "Disclosing Pre-qualification Services to Consumer Subjects" section or as otherwise expressly required by law.
 - f. Client shall not reuse Pre-qualification Services in any manner, including with respect to any additional transactions or evaluations for the Consumer Subject. Consistent with the preceding sentence, Client shall not use the Pre-qualification Services in connection with any mortgage pre-approval or mortgage application or origination, or any credit decisioning related thereto. Notwithstanding the foregoing, Client may reissue the Pre-qualification Services to a government sponsored entity.
 - g. If Client provides Consumer Subjects with access to its pre-qualifications via the Internet, Client shall adopt, publish, maintain and adhere to a privacy policy and upon request, provide Company with a copy of Client's privacy policy.
 - h. Except as expressly permitted herein, Client shall not: (i) sell, convey, license, sublicense, copy, commingle, archive, reproduce, display, publish, disclose, distribute, disseminate, transfer, use or otherwise make available the Pre-qualification Services, 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 Pre-qualification Services; or (iii) interface or connect to the Pre-qualification Services with any computer software or system other than such software or systems as are required to interface with Company.
8. *Storage.* Client may maintain, copy, capture or otherwise retain the Pre-qualification Services as may be required by applicable law, but in no event longer than one hundred twenty (120) days ("Storage Period"); provided that (a) Client must logically segregate Pre-qualification Services from other consumer reporting agency information and otherwise treat the Pre-qualification Services with the same degree of care that it treats any other consumer reporting agency information; and (b) Client must have a formal process for expunging Pre-qualification Services. Company and/or the Repositories, reserve the right to review and approve the technical implementation for Client's access to the Pre-qualification Services. After the expiration of the Storage Period, Client will not maintain, copy, capture or otherwise retain in any manner any Pre-qualification Services.
9. *Disclosing Pre-qualification Services to Consumer Subjects.* Client will not provide the Pre-qualification Services to the Consumer Subject unless expressly required by law or approved in writing by the Repositories (if applicable) or unless Client has taken adverse action, as defined in §603 of the FCRA, against the Consumer Subject based in whole or in part on the Pre-qualification Services. In the event that Client discloses the Pre-qualification Services to the Consumer Subject, Client 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 the Repositories and the full name and mailing address of the Repositories included in the services. In the event that the Consumer Subject does not qualify for the pre-qualification for which such Consumer Subject applies, Client 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).
10. *Consumer Authentication.* Client will verify that each consumer who requests a pre-qualification from Client is the Consumer Subject of the Pre-qualification Services. Without limiting the foregoing, Client shall use, at a minimum, commercially reasonable knowledge-based authentication procedures. The Repositories may also verify that each consumer is the Consumer Subject for whom Pre-qualification Services is requested by Client. Client shall establish and maintain a manual verification process in the event that Client or a Repository 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.

11. *Consumer Handling.* Client will refer all consumers who have questions or disputes Pre-qualification Services to Company. In no case will Client attempt to, or hold itself out to the consumer or to the public as being able to handle disputes on behalf of Company or the Repositories or to reinvestigate information contained in the Pre-qualification Services.
12. *Audit.* In addition to any audit or review rights set forth in the Agreement, Company and the Repositories may review and audit Client's access to and use of the Pre-qualification Services. Such audit rights include, without limitation, the right to review and audit Client's terms and conditions of use applicable to pre-qualifications, as well as all consumer consents. In connection with any audits hereunder, Company and the Repositories shall have the right, from time to time, to: (1) upon reasonable notice to Client, enter into Client's facilities during normal business hours and conduct on-site audits of Client's compliance with the terms hereunder; and (2) conduct audits by mail, email or similar electronic means that may require Client to provide documentation regarding compliance with the terms hereunder. Client gives its consent to Company and the Repositories 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 these terms, constitute grounds for immediate suspension of the Pre-qualification Services. In the event that Client's records, or Company or the Repositories review of their internal records, including Client's transaction history, shows that Client violated any use restriction, Client shall pay all reasonable costs associated with Company and/or the Repositories' review of Client's records.

LOAN QUALITY CROSS CHECK ("LQCC") / LOAN QUALITY INITIATIVE ("LQI") / REFRESH

Client certifies that it will only use the LQCC, LQI and Refresh Services to access consumer reports on consumers who have applied for a mortgage loan with Client and for whom Client has an extension of credit permissible purpose under Section 604(a)(3)(A) of the FCRA. Client shall not access the LQCC, LQI or Refresh Services unless Client has already procured a credit report related to the applicable mortgage loan application in a manner in which a hard inquiry is posted for an extension of credit.

Client further certifies that: (i) it will use the LQCC, LQI and Refresh Services solely for the purpose of reviewing the credit information of a consumer with a pending mortgage loan with Client to determine, prior to closing of the pending mortgage loan, whether the consumer has any potential increase in debt and funding and will not use the LQCC, LQI or Refresh Services for any other purpose and (ii) Client will not use the LQCC, LQI or Refresh Services to make a new underwriting decision but rather will make a new request for credit information, for purposes of making the new underwriting decision.

UNDISCLOSED DEBT MONITORING ("UDM")

Pre-Closing UDM. Pre-Closing UDM Services are designed to allow Client to monitor certain credit behavior of its consumers that have a pending mortgage loan application that is open and in the loan review process and will show additional information about the consumer such as new trade lines, inquiries, public records and similar types of activities. Client certifies that the Pre-Closing UDM Services have been requested in connection with a credit transaction involving the extension of credit to a consumer as described in Section 1681b(a)(3)(A) of the FCRA and for no other purpose. In the event that Client requests Pre-Closing UDM Services, Client shall make such requests solely for monitoring of Client's own mortgage applications that are open and in the loan review process, and for no other purpose.

Post-Closing UDM. Post-Closing UDM Services are designed to allow Client to review and monitor Client's own mortgage applications of those consumers of Client that have closed and where the mortgage loan was funded. Client certifies that the Post-Closing UDM Services have been requested in connection with the review of an account of a consumer as described in Section 1681b(a)(3)(A) of the FCRA and for no other purpose. In the event that Client requests Post-Closing UDM Services for account review or monitoring purposes, Client shall make such requests solely for review and monitoring of Client's own mortgage applications that have closed and where the mortgage loan was funded, and for no other purpose.

Client shall provide to Company a notice, in the form and manner prescribed by Company, of those Client consumer(s) to be monitored via the Service and of the monitoring methods and criteria desired. Client shall also notify Company when a consumer that is subject to the Service is no longer in the Client's underwriting process due to any action taken on the credit application other than the granting of a mortgage loan, including, but not limited to, the consumer's withdrawal of their application or the denial of the applied for credit. As it relates to Equifax monitoring only, Client shall provide this notice to Company not later than 4 P.M. EST on the day such action becomes known to Client so that Company shall submit this notice to Equifax not later than 5 P.M. EST on that same day. Company shall have no liability for Client's failure to instruct Company to delete an individual monitoring set before its expiration date in the event the Client ceases to have a permissible purpose for such monitoring. Client understands that the Post-Closing UDM solution is different from the Pre-Closing UDM solution, and if Client desires Post-Closing UDM on a consumer for whom it purchased Pre-Closing UDM, then Client shall re-establish the monitoring methods and criteria desired.

All monitoring shall expire 120 days after a record is set for monitoring, unless Client instructs Company otherwise in writing, or with respect to TransUnion Pre-Closing UDM only, Client instructs Company in writing that the type of mortgage application for the consumer being monitored by its nature requires a longer monitoring period (e.g., residential construction loans), in which case, the TransUnion Pre-Closing UDM Service shall expire 270 days after a record is set for monitoring.

Client acknowledges that: (i) due to the additional processing required to perform the UDM Services, there may be a delay between the time an item appears on a monitored consumer's credit file and the time that the item is made available to Client via the Service, (ii) the consumer report provided to Client or to a joint user with Client (e.g. a sponsoring lender or secondary purchaser of mortgage

loans) for the purpose of secondary use may trigger an inquiry notice that relates to the transaction for which Client is monitoring the subject consumer, and (iii) in some cases related to secondary use inquiries, the identity of the entity requesting the consumer's credit report will not be available.

Client certifies that it will not use information returned by either type of UDM Service listed above as the sole factor in any decision-making process for denying credit, but will instead use the information as an indication of the need to conduct additional due diligence on the applicant prior to making a credit decision.

ACCOUNT REVIEW

Client certifies that Account Review Services will be requested in connection with a credit transaction involving the review of an account of a consumer as described in Section 1681b(a)(3)(A) of the FCRA and for no other purpose. Client further certifies that it will (i) use the Account Review Services provided by Company solely for the purpose of requesting consumer credit information from Company in connection with a determination of a future credit relationship with an existing residential mortgage loan customer of Client and (ii) not use the credit information procured through the Account Review Services for any other purpose, including without limitation, use in connection with any residential mortgage origination, collection of an account, or account valuation or assessment in connection with the acquisition of a portfolio.

PORTFOLIO VALUATION/ACQUISITION

Client certifies that Portfolio Valuation/Acquisition Services will be requested by Client 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 as described in Section 1681b(a)(3)(E) of the FCRA. Before requesting these Services, Client shall first obtain the prior written consent of the current account owner or servicer of such accounts and make a copy of such consent available to Company.

MLA COVERED BORROWER STATUS

Client certifies that it will request and use the MLA Covered Borrower Status solely for the extension of credit (Section 604(a)(3)(A) of the FCRA) or prescreening (Section 604(c) of the FCRA) and only to complete covered borrower checks pursuant to the Military Lending Act (MLA), as codified in 10 U.S.C. §987. Client shall not use the MLA Covered Borrower Status in connection with, in whole or in part, insurance underwriting, initiating preapproved offers of credit, to establish profiles, reports or any other documentation on an individual, for marketing purposes, or for any other purpose not authorized by Company.

IDENTITY SCAN

Identity Scan™ is an on-line warning system containing information that can be used to detect possible or known identity theft and application fraud. Some of the information in the Identity Scan™ database is provided by credit grantors. If Client orders the Identity Scan™ service, then Client agrees to furnish for potential inclusion in Equifax's Identity Scan™ system any data that Client knows to have been used in connection with a fraudulent transaction or attempted fraudulent transaction with Client. That data will include but not be limited to consumer names, aliases, Social Security numbers, addresses (current and former), employment (current and former) and telephone numbers (business and residential). Client grants Equifax permission to evaluate and include such data in Identity Scan™ and other identity / fraud products if deemed appropriate by Equifax, and permits Equifax to use such information to test effectiveness of fraud and identity products. Identity Scan™ is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes; or any other purpose authorized under the FCRA. Accordingly, Client will not use Identity Scan™ as part of its decision-making process for determining the consumer's eligibility for credit or any other FCRA permissible purpose. Client may only use the alert or warning message from the Identity Scan™ system as an indication that the consumer's application information should be independently verified prior to a credit decision. Client understands that the information supplied by Identity Scan™ may or may not apply to the consumer who has applied to Client for credit. Client also understands and agrees that data from the Identity Scan™ system is proprietary to Equifax and shall not be used as a component of any database or file built or maintained by Client. The use of such data shall be limited to the specific transaction for which the Identity Scan™ alert message is provided.

FULL DTEC

Full DTEC is a service that uses the social security number provided by Client to search the Equifax consumer credit database and deliver a consumer report that consists of name, AKA, or former name, current and former addresses, listed telephone number (if available), age, employment, Social Security number, and a message pertaining to the Social Security number. Client certifies that it will order a Full DTEC Report only when it has a permissible purpose to receive a consumer report, as specified in the Agreement.

CREDITXPRT

Company grants Client a limited, non-exclusive, non-transferable license to remotely access Company's licensed copy of the CreditXpert® software for the sole purpose of accessing one or more accounts created for the Client by Company, 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. Client certifies the CreditXpert licensed software will not be used for any credit repair or credit restoration activities, and shall indemnify CreditXpert and Company for same. Client shall not reproduce, modify, sublicense or distribute the CreditXpert information or reports. 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.

SUPPLEMENTS

Company provides a service whereby Client may request additional or updated information about certain items on a consumer report after the report has been pulled by Client. Upon Client's initiation of a supplement request, Company verifies the information and makes any necessary updates to the items in question. The updated report will then be made available for Client's review. Client certifies that it will not initiate a supplement request unless it has first obtained the borrower's authorization for Company to perform updates to his/her consumer credit information.

RESCORE

UNDER NO CIRCUMSTANCES MAY CLIENT PASS THE COST OF A RESCORE, DIRECTLY OR INDIRECTLY, TO THE CONSUMER.

MERS

Company provides MERS information in a separate report for Client's convenience using Client's MINS. The MERS® System is a national electronic database that tracks changes in mortgage servicing rights and beneficial ownership interests in loans secured by residential real estate. MERS members contribute information into the MERS® System about loans in which they have an interest. Client is responsible for verifying the accuracy, currency and completeness of the information. The information does not constitute a consumer report or the official legal record and is for informational purposes only. Only the Primary Borrower in the MERS listing will be displayed in the return data. The Co-Borrower will not be displayed. The servicer should be contacted for further information.

DEATHMASTER

1. *Limited Access Death Master File ("LADMF")*. Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 and consistent with its applicable FCRA or GLB use of such information, Client certifies that its use of deceased flags or other indicia within the Services are 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 has systems, facilities, and procedures in place to safeguard LADMF information, and experience in maintaining the confidentiality, security, and appropriate use of accessed information, pursuant to requirements similar to the requirements of Section 6103(p)(4) of the Internal Revenue Code of 1986. Client agrees to satisfy the requirements of such Section 6103(p)(4) as if such section applied to Client. Client shall not disclose information derived from the LADMF to the consumer or any third party, unless clearly required by law. Client also certifies that Client will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Services.
2. *Agreement Terms and Conditions*. The parties agree that the following terms and conditions are applicable to Client and ordering, access to, and use of LADMF:
 - 2.1. Client must comply with the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Client may not further distribute the LADMF.
 - 2.2. Client acknowledges that failure to comply with the LADMF provisions above may subject Client to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
 - 2.3. Should Client's status change such that it would no longer have a permissible purpose to access LADMF, Client agrees to immediately notify Company in writing in the manner and format required for notices under the Agreement. Should Client cease to have access rights to LADMF, Client shall destroy all LADMF, and will certify to Company in writing that is has destroyed all such LADMF.
 - 2.4. Client will at all times have security provisions in place to protect the LADMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Client understands that any successful attempt by any person to gain unauthorized access to or use of the LADMF provided by Company may result in immediate termination of Client's access. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Client and the person attempting such access. Client will take appropriate action to ensure that all persons accessing the LADMF it obtains from Company are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Client must immediately report the same to Company at infosec@cbccompanies.com. Client agrees to be subject to audit by Company and/or NTIS to determine Client's compliance with these requirements, the Agreement, and 15 CFR Part 1110. Client agrees to retain a list of all employees, contractors, and subcontractors to which it provides LADMF and to make that list available to NTIS and/or Company as part of any audits conducted hereunder. Client will not resell or otherwise redistribute the LADMF.

- 2.5. Client acknowledges that this section is governed by federal law. Client agrees that should disagreements arise on the interpretations of the provisions of this LADMF section that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution. Both parties agree that all claims, disputes, and/or causes of action arising under or related to this section, not resolved in the dispute resolution process, shall be brought in a court/forum of competent Federal jurisdiction.
 - 2.6. The U.S. Government/NTIS, the Repositories and Company (a) make no warranty, express or implied, with respect to LADMF data, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the LADMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in LADMF. The LADMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LexisNexis or Company, do not guarantee the accuracy of the LADMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the LADMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the LADMF.
 - 2.7. To the extent not prohibited by law, Client shall indemnify and hold harmless Company and its affiliates, the Repositories, and the U.S. Government/NTIS from all claims, liabilities, demands, damages, expenses, and losses, whether sounding in tort, contract or otherwise, arising from or in connection with Client's, Client's employees', contractors', or subcontractors' use of the LADMF. This provision shall survive termination of the Agreement and will include any and all claims or liabilities arising from intellectual property rights.
 - 2.8. The provisions of this section related to indemnification, use and protection of LADMF, audit, disclaimer of warranties, and governing law shall survive termination of the Agreement.
3. *Errors.* If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the LADMF), the individual should be told to contact their local Social Security office (with proof) to have the error corrected. The local Social Security office will (i) make the correction to the main NUMIDENT file at SSA and give the individual a verification document of SSA's current records to use to show any company, recipient/purchaser of the LADMF that has the error; or (2) find that SSA already has the correct information on the main NUMIDENT file and LADMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company subscriber/purchaser of the LADMF that had the error.

LEXISNEXIS SERVICES

These terms apply to Services that include data from LexisNexis Risk Solutions, Inc., including Liens and Judgments.

1. *Performance.* Client acknowledges and agrees that Company obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Client shall not rely on Company for the accuracy or completeness of information supplied through the Services.
2. *Intellectual Property.* Notwithstanding anything in this Agreement to the contrary, Company or Company's data provider shall own Client's search inquiry data used to access the 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.
3. *Confidentiality.* 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.
4. *Limitation of Liability.* Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. Company Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.
5. *Survival of Agreement.* Provisions hereof related to release of claims; indemnification; use and protection of information, data and Services; payment for the Services; audit; Company's use and ownership of Client's search inquiry data; disclaimer of warranties; security; customer data and governing law shall survive any termination of the license to use the Services.
6. *Relationship of the Parties.* None of the parties shall, at any time, represent that it is the authorized agent or representative of the other.
7. *Publicity.* Customer will not name Company or refer to its use of the Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding Company or Client's use of the Services.
8. *Privacy Principles.* With respect to personally identifiable information regarding consumers, Client agrees that it (including its directors, officers, employees or agents) will comply with the data privacy principles located at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx> or Client's own comparable privacy principles, policies, or practices.

CONSUMER REPORTS ACCESSED FOR COMMERCIAL CREDIT

1. In the event Client wishes to receive consumer reports on individuals for the purposes of conducting commercial transactions, Client certifies that each time it accesses a consumer report, it will use the information solely in connection with one of the following:

(a) a commercial credit transaction in which the individual on whom such information is sought has given the Client written instructions for the provision of such information, and it is a current commercial (i.e. not for personal, family or household purposes) credit transaction involving the individual on whom such information is sought, and only if the individual is (i) the sole proprietor of an unincorporated business; (ii) a general partner in a partnership; or (iii) a personal guarantor of the business' obligation, or

(b) other non-credit commercial transactions in which the individual on whom such information is sought has given Client written instructions for the provision of such information, and Client has a financial risk to which they are exposed if they enter into an agreement with the business; provided, however, in order to obtain a consumer report under subsection b herein, Client must be a credit card processor, perform tenant screening, or have less than NET 30 day terms.

Client understands that every inquiry Client makes on an individual will appear on such individual's consumer credit report and will include Client's business name and address. Client shall comply with all legal obligations related to any adverse action taken by Client. Client agrees to provide Company for Company's review, a copy of its credit application containing a sole guarantor section and terms that support the commercial credit being extended.

2. Client shall obtain written instructions in compliance with the FCRA and the requirements set forth herein. Client will obtain the individual consumer's express written instruction to access his/her consumer report for the purpose described above in a clear and conspicuous manner. If Client is obtaining such written instructions by internet or by telephone, Client shall obtain the instructions in a manner substantially similar to the following:

2.1 Written Instructions by Internet. If Client is obtaining a consumer's written instructions by internet for access to a consumer report in connection with a commercial transaction, it shall obtain the instructions in a manner substantially similar to the following:

2.1.1. Client will prominently display a message specifically informing the consumer that his or her credit report will be consulted for the use described above and no other purpose, and that clicking on the "I AGREE" button following such notice constitutes written instructions to the Client under the FCRA. The notice provided by Client will be similar to the following: "You understand that by clicking on the I AGREE button immediately following this notice, you are providing 'written instructions' to (Client) under the Fair Credit Reporting Act authorizing (Client) to obtain information from your personal credit report or other information from (Company). You authorize (Client) to obtain such information solely to (insert use described above)."

2.1.2. 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 credit report as set forth here" or "By clicking below, I am providing my written authorization to obtain a credit report").

2.1.3. The record of the consumer's 'written instruction' via the internet must be retained by Client in a form that is capable of being accurately reproduced for later reference by the parties.

2.2. Written Instructions by Telephone. If Client is obtaining a consumer's written instructions over the telephone for access to a consumer report in connection with a commercial transaction, Client shall comply with the following guidelines:

2.2.1. Each consumer will be provided a clear and precise explanation that by pressing the pound (#) key (or other key that the consumer must press to demonstrate their acceptance) that the consumer is providing his/her electronic signature and signing a record that will be his/her written instruction to obtain a consumer report. The following text would satisfy this requirement: "You understand that by pressing the # key on your phone immediately following this notice, you are providing written instructions to [Client] under the Fair Credit Reporting Act and authorizing [Client] to obtain information from your consumer report. Pressing the # key on your phone will be your electronic signature on your 'written instructions.' Please confirm your written authorization to access your credit report by pressing the # key now."

2.2.2. 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

2.2.3. The record of the consumer's 'written instruction' by pressing the # symbol (or other key that the consumer must press to demonstrate their acceptance) must be retained by Client in a form that is capable of being accurately reproduced for later reference by the parties.