



CIC Credit User Application

CIC Credit
Compliance Department
Email compliance@ciccredit.com
Fax 615-250-3225
Account Executive:

Please enter the contact for the physical or virtual onsite inspection

Company Name	
Contact Name	
Phone Number	
Email Address	

Required Document Upload List:



Copy Business License or Articles of Incorporation Broker license *(if required by State)*



Copy of principal's driver's license



Copy of voided business banking check *(in lieu of business banking reference)*



Letter of Intent

*** Onsite physical inspection is required for all new applications and any relocation there after except for FDIC, NCUA, or publicly traded companies.**

Confidential

The information contained in and following this document is intended only for the use of the addressee and may contain information that is confidential, privileged, and/or otherwise exempt from disclosure under applicable law. If you are not the intended recipient or the employee or agent responsible for delivering the transmittal to the intended recipient, you are not authorized to read the transmittal and are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. This transmission is not intended to waive the confidential and/or proprietary nature of the information contained herein, or any other confidential or privileged relationship. If you have received this communication in error, please notify us immediately by telephone 800-352-5882 and return the original message to us immediately at the above address.

CIC Credit User Application

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Customer Profile *(required)*

Company Name				DBA										
Address				City		State		Zip						
Business Phone				Ext		Fax								
Billing Address				City		State		Zip						
Billing Phone				Ext		Fax								
Company Website Address														
Time in Business		Yrs		Mos		Office Type	Commercial	<input type="checkbox"/> Residential	<input type="checkbox"/>	Time at Location	Yrs		Mos	
Type of Business				Loan or Applicant system										

Contact Information *(required)*

Primary Contact

Primary Contact Name				Title			
Phone				Ext		Email	

Compliance Contact *(individual we can contact for additional information as needed to complete the sign-up process)*

Same as Primary		<input type="checkbox"/>	Name				Title	
Phone				Ext		Email		

Billing Contact

Same as Primary		<input type="checkbox"/>	Name				Title	
Phone				Ext		Email		

Business Information *(required)*

(Please attach a copy of your business license including DBA or Proof of Affiliation as applicable)

<input type="checkbox"/> Corporation State: Date of Incorporation: <input type="checkbox"/> LLC State: Date of Organization:			<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor Business License #: State: Date of Organization:			<input type="checkbox"/> Bank FDIC Number: <input type="checkbox"/> Credit Union Charter Number: Exp. Date:			
<input type="checkbox"/> Tax Exempt		Business Tax ID				<input type="checkbox"/> Other			
Does the company currently resell or intend to resell information from the consumer credit report?						<input type="checkbox"/> Yes		<input type="checkbox"/> No	

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Business Banking Reference
(in lieu of voided business banking check)

Bank Name		Branch		Account Number	
Address		City		State	Zip
Bank Contact Name		Title			
Bank Phone		Ext		Fax	

Business Reference *(required)*
i.e., Closing Attorney, Realtor, Lender, Other Business Relationship

Reference Company Name		Account Number	
Address		City	State Zip
Contact Name		Title	
Phone		Ext	Fax

Current Credit Vendor Reference

Credit Vendor Name		Account Number
Contact Name		Title
Phone	Ext	Fax

Officers, Owners, Partners, Members or Managing Partners
(Required)
Persons listed below must be company officers/owners, (i.e. CEO, President, Vice President, CFO, General Manager, etc.) who are duly authorized to bind the company and extended contract coverage to any locations added in the future. If company is limited liability company, managers may sign. Please include additional principal names and titles if applicable.

Printed Name		Title	
Signature	Bonnie Farris	Date	

USER AGREEMENT

1. This User Agreement ("Agreement") is entered into between _____ ("User") and CIC Mortgage Credit, Inc. dba CIC Credit ("CIC") (collectively the "Parties") to govern the products and services provided by CIC in accordance with its customary practices.
2. The User agrees to pay, within fifteen (15) days of receiving an invoice from CIC, the fees provided in the "**CIC Pricing Schedule**" and incorporated into this Agreement as if fully stated herein. CIC may from time to time decrease or increase the charges to User by written notice mailed or delivered to User at its business address. User agrees to pay the revised charges or must proceed with terminating this Agreement as hereinafter provided in Paragraph 8. User agrees to pay for all products and services that it requests through CIC. Some products and solutions may have monthly or annual fees associated; user agrees to pay any and all fees according to the agreement.
3. As a CIC Client you certify that your permissible purpose for ordering consumer credit reports ("Report") is (select all that apply):

☐ In connection with qualifying a mortgage applicant;
☐ In connection with a tenant screening application involving the consumer;
☐ In connection with an employment screening application involving the consumer; or
☐ Other legitimate business need. Please describe:

4. User certifies that it will request Reports pursuant to procedures prescribed by CIC, which may be amended from time to time, and only for the permissible purpose certified above. The Reports shall not be obtained and/or used for any other purpose. User further acknowledges that it is not one of the business listed in **Addendum B** and that pursuant to **Addendum C**, CIC has provided it with a copy of its legal obligations as a user of consumer reports under the Fair Credit Reporting, 15 U.S.C. § 1681, *et. seq.* ("FCRA"). If User's permissible purpose for ordering consumer credit reports is in connection with an employment application or tenant screening application, User certifies and warrants that it will execute and comply with the End-User Certification attached to this Agreement and incorporated as **Addendum D**.
5. Except as provided for in Paragraph 15, the Report provided by CIC shall be for a one-time use, and User shall hold the Report in strict confidence; not disclosing it to any third parties, provided, however that User may disclose the Report to the subject of the Report.
6. User agrees that Reports on employees will not be requested, except as necessary in the performance of the User's legitimate business. User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry and provide CIC copies of such upon request.
7. User further agrees, as requested, to promptly furnish by telephone or in writing to CIC all required information covering transactions by the User and its consumers, and to indemnify CIC, TransUnion LLC, Equifax, Inc., Experian Information Solutions, Inc. (the latter three are collectively referred to as the "Repositories"), and the officers and employees of each, jointly and

severally, from any loss, damage, attorney's fees and costs related to or arising out of any claim or suit based on alleged violation(s) of any provision of this Agreement.

8. This Agreement shall continue in force without any fixed date of termination, subject to cancellation by either party upon ten (10) days prior written notice mailed or delivered to the office of the other party, subject to the rights retained by each party as fully described in this Paragraph. CIC retains the right to, at any time and without prior notice, terminate this Agreement in the event of the User's violation or alleged violation of any federal, state or local laws, ordinances, regulations, or rules, litigation or arbitration proceedings or government action that affect the operation of CIC, or the breach of any provision of this Agreement. User shall remain responsible for the payment of any consumer reports or other products that CIC provided to User prior to termination.
9. CIC does not warrant or guaranty all consumer information furnished to User. No promise, statement, representation or agreement made by any employee or other representative of CIC and not expressed in this Agreement shall bind CIC contractually or otherwise. User agrees and acknowledges that CIC does not compile the raw, original source data used to generate its Reports. CIC merges the data, as it is received, from the three Repositories. User holds harmless CIC for any errors and omissions in connection with the Report provided.
10. User hereby agrees to comply with all laws, regulations, and policies and procedures instituted by CIC and required by the Repositories and CIC's applicable vendors, as may be amended from time to time. CIC will provide notice of any new or revised policies and procedures. User agrees that any new or revised policies and procedures will be effective upon receipt, unless otherwise noted in the documents. If User does not agree to any of the terms of the policies or procedures, User may terminate this Agreement upon written notice to CIC pursuant to paragraph 8 of this Agreement. User agrees not to place any further request for Reports with CIC if it does not agree to the revised policies and procedures. CIC will rely upon any request for Reports after User is provided revised policies and procedures as User's acceptance and agreement to the revised policies and procedures.
11. User agrees that CIC and the Repositories shall have the right to audit User's records that are relevant to the provision of products or services set forth in this Agreement. User further agrees that it will respond within a requested time frame to an information request from the applicable Repositories regarding information provided by such Repository. User understands that each of the Repositories may suspend or terminate access to that Repository's information in the event User does not cooperate with such an investigation, and such a suspension or termination is outside of CIC's control.
12. Compliance with all applicable laws and regulations
 - a. During the term of this Agreement, User, and each of its affiliates, personnel, agents, sub-contractors and/or representatives, warrant that it is aware of and is in compliance with all applicable federal, state and local statutes, regulations and rules, including, without limitation, the FCRA, the Gramm Leach Bliley Act and its implementing regulations, the Federal Trade Commission's Safeguard Rules, the Equal Credit Opportunity Act, any state or local laws, regulations, and ordinances, and any of CIC's or the Repositories' applicable policies and procedures. User's violation of any applicable laws, ordinances, regulations or policies and procedures constitutes User's material breach under this Agreement. It is

User's sole responsibility to remain informed of all applicable laws, regulations, and rules. Nonetheless, CIC may, from time to time, notify User of additional or updated requirements as is feasible.

- b. User acknowledges that it is solely responsible to ensure that it and its employees, agents, and contractors comply with all applicable laws, regulations, ordinances, and policies and procedures, although CIC may provide training materials from time to time.
- c. User agrees that it will properly dispose of all consumer information pursuant to all applicable federal, state, and local laws. "Consumer Information," as used herein, shall mean any record (or compilation thereof) about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. User shall comply with all applicable state and local laws regarding consumer credit or consumer identity protection.
- d. If applicable, User certifies that it is in compliance with Section 1785.14(a) of the California Civil Code (see **Addendum E** attached hereto and incorporated into this Agreement), and that it is not a retail seller as defined in Section 1802.3 of the California Civil Code.
- e. If applicable, User certifies that it is in compliance with the Vermont Fair Credit Reporting Statute, 9 V.S.A., a copy of which is attached hereto and incorporated in this Agreement as **Addendum F**.
- f. User agrees to fully support and implement policies that protect the confidential nature of information furnished by and through CIC and insure respect for consumers' rights to privacy. User agrees to abide by the Information Security Policy and Access Security Requirements attached as **Addendum G** and incorporated into this Agreement, and will ensure the compliance of all of its affiliates, personnel, agents, sub-contractors and/or representatives who have access to consumer credit information.
- g. 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 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, 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. 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.
- h. If User accesses criminal record information through CIC, it must meet the requirements of all applicable federal, state and local laws and regulations governing the reporting and use of criminal record information, including notifying the consumer that the report contains information obtained from public records.

13. User represents and warrants to CIC that it maintains comprehensive hiring policies and procedures which include, among other things, a background check conducted in accordance with the requirements of the FCRA and the Federal Trade Commission's Safeguard Rules. CIC reserves the right to request additional checks at its discretion. User hereby represents and warrants that all affiliate personnel, agents, sub-contractors and/or representatives have successfully passed the following screening requirements:

- a. Search of the individual's social security number to verify the accuracy of the individual's identity and current and previous addresses;
- b. A thorough criminal background search of all applicable court records that was conducted in compliance with all applicable laws, regulations and ordinances;
- c. Confirm a minimum of at least two (2) work references prior to employment with User or User's affiliate;
- d. Verify any post high school education or degrees, or professional certifications;
- e. Validate authorization to work in the United States in compliance with I-9 requirements;
- f. Where required by state and/or federal law, enroll in and participate in a federal work authorization program and process employee information according to all applicable E-Verify rules and procedures.

14. Data Security Requirements

- a. User will implement strict security procedures designed to insure that User's affiliates, personnel, agents, sub-contractors and/or representatives use the consumer credit information CIC provides in accordance with this Agreement and for no purposes other than as permitted by this Agreement. User will treat and hold the consumer credit information provided by CIC in strict confidence and will restrict access to the products or services and the credit information to User's affiliates, personnel, agents, sub-contractors and/or representatives who agree to act in accordance with the terms of this Agreement and all applicable law. User will inform User's affiliates, personnel, agents, sub-contractors and/or representatives to whom any credit information is disclosed of the provisions of this Agreement. User agrees to indemnify CIC for any claims or losses incurred by CIC as a result of the User's or User's affiliates, personnel, agents, subcontractors and/or representatives' misuse of the consumer credit information.
- b. User shall notify CIC within **twenty-four (24) hours** following discovery of any 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.
- c. In the event that a data security breach has occurred, User agrees to cooperate with CIC's or the Repositories' investigation of the breach. The nature and timing of the required notifications to consumers regarding the breach shall be approved by CIC, as applicable, unless otherwise required by law.
- d. In the event that CIC, or the Repositories, determine that a data security breach was within the control of User: (1) User shall 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 of the Repositories; and (2) CIC, or the Repositories, as applicable, may assess User an expense recovery fee.

15. If approved in writing by CIC or the Repositories, as applicable, User may deliver the consumer credit information to a third party, secondary user, or affiliate with which User has an ongoing business relationship for the permissible use of such information. CIC or the Repositories may charge a fee for the subsequent delivery to secondary users.
16. User agrees and acknowledges that CIC may monitor User on an ongoing basis to determine User's compliance with applicable law and the provisions of this Agreement. User agrees that CIC may verify, through audit or otherwise, that User is in 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. CIC may utilize a third party vendor to perform an on-site inspection of User's business, and User agrees to allow such third party access to its facilities and information related to its receipt and use of consumer reports from CIC.
17. User is required to pass a physical inspection of its business premises in order to validate the legitimacy and location of the business and to ensure security measures in restricting access to consumer information. Users located out of a residence are required to undergo an annual on-site inspection, and must demonstrate that the office is kept separate from the remainder of the home, and is a secure environment. The User will be charged for the cost of the inspection. In addition, User agrees to notify CIC of any change of ownership or control fifteen (15) days prior to any such change. The new owner must agree to the terms of this Agreement, and CIC may require the new owner to submit a new application to CIC and may require, at User's expense, a new physical inspection in the event the office location is changed. In the event of any failed or no-show inspection, User will be charged and shall be responsible for payment of all charges incurred, and CIC has the right in its sole discretion to terminate this Agreement pursuant to paragraph 8 of this Agreement.
18. User hereby authorizes CIC to provide copies of any information regarding User to the Repositories, as needed.
19. User understands and agrees that consumer credit information that CIC delivers to User is obtained from the Repositories, each of which impose different conditions on the acquisition, use and disposal of such information. User agrees to abide by the terms and conditions, as they may be modified and amended from time-to-time, of all of Equifax's requirements that are attached to and incorporated into this Agreement as **Addendums H-1** and **H-2**, Experian's requirements that are attached to and incorporated into this Agreement as **Addendums I-1** and **I-2**, and Trans Union's requirements that are attached to and incorporated into this Agreement as **Addendums J-1** and **J-2**.
20. User acknowledges that the most current copies of all documents in the attached Addendums you may also request a copy by emailing compliance@ciccredit.com
21. User shall pay all attorney fees, court costs, alternative dispute resolution fees, finance charges (1.5% per month of all invoices thirty (30) days or more delinquent) and collection costs incurred by CIC for collecting any delinquent amounts due under this Agreement, whether or not litigation

is instituted. In the event of any litigation or other action involving this Agreement, the prevailing party shall be paid reasonable attorney fees and court costs for trial, appeal, and/or bankruptcy or similar proceeding. In addition, any other recovery to which the prevailing party is entitled shall be paid.

22. Nothing contained in this Agreement may be construed as creating a joint venture, partnership, licensor-licensee, principal-agent, or mutual agency relationship between or among the Parties. No party, by virtue of this Agreement, has any right or power to create any obligation, express or implied, on behalf of any other party. No party, or employee of any party, will be deemed to be an employee of another party by virtue of this Agreement.
23. User and CIC acknowledge and intend that this Agreement was entered into for the respective benefit of each of them and their respective successors and assigns, and for the benefit of the third-party Repositories in consideration of their providing consumer reporting information to CIC. Nothing in this Agreement will be construed as giving any other person, firm, corporation or other entity, other than the Parties to this Agreement, their respective successors and permitted assigns, and the Repositories, any right, remedy or claim under or in respect to this Agreement or any of its provisions.
24. Due to the special and unique purposes of this Agreement, neither this Agreement nor any rights or obligations in it are assignable by User without the prior written consent of CIC. Any dissolution, merger, consolidation or other reorganization of User, the sale or other transfer of all or substantially all of the assets or properties of User, or the sale or other transfer of a controlling percentage of the corporate stock of User, constitutes an assignment of this Agreement for all purposes of this Paragraph. The term "controlling percentage," for the purpose of this Paragraph, means the ownership of stock possessing, and of the right to exercise, at least fifty percent (50%) of the total combined voting power of any class or all classes of stock of such a party, issued, outstanding and entitled to vote for the election of directors, whether that ownership is direct or indirect.
25. Notwithstanding any provision to the contrary, no party to this Agreement will be liable to the other party for any delay or interruption in performance of any obligation resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or any other cause, if the delay or interruption in performance is beyond the party's reasonable control.
26. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that holding will not invalidate or render unenforceable any other provision of this Agreement. User agrees that the remaining provisions will remain in full force and effect.
27. CIC's waiver of any breaches of this Agreement shall not be construed as a waiver of any subsequent breach of this Agreement.
28. CIC offers a product to mortgage brokers and bankers to facilitate the revision of data contained in consumer credit files in an expedient manner, thereby adjusting the credit scores of those consumers. User agrees and acknowledges that it will not charge the consumer, directly or indirectly, for this product. Upon User's utilization of this product, known as "**RAPID**

RESCORE™,” User acknowledges and agrees to Equifax’s requirements that are attached to this Agreement as **Addendums H-1** and **H-2**.

29. The Parties agree that the terms of this agreement will be governed and construed under the laws of the State of Florida, and User agrees that any claims under this Agreement must be brought in a court of competent jurisdiction in Hillsborough County, Florida.
30. Acknowledge that many services containing Experian information also contain information from the File as issued by the Social Security Administration (“DMF”); certify 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 Experian 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); and certify that the 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 Experian information.
31. Certify that the client shall implement and 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 the client’s size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to the client by CIC Credit; and that 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 CIC Credit, (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
32. This Agreement constitutes the entire Agreement between the Parties and supersedes and cancels any and all prior oral or written agreements between the Parties relating to the subject matter. No changes in this Agreement may be made except in writing that is signed by both Parties.

Initial BF Date _____

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THE FCRA PROVIDES THAT ANY PERSON 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 NOT MORE THAN TWO YEARS, OR BOTH.

The person signing below certifies, represents and warrants that he or she: (1) is duly authorized to bind the Company set forth below, to the terms, conditions and certifications of this Agreement; (2) has direct knowledge of the facts certified in this Agreement; (3) has direct knowledge of the information set forth in the accompanying User Application; and (4) is authorized and hereby consents for User to receive faxes, including, but not limited to telephone and fax advertisements, sent by or on behalf of CIC and its affiliates to the fax number(s) indicated herein. The person signing below also authorizes User's creditors to treat a photocopy or facsimile of such person's signature as if it were an original, and accept such photocopy or facsimile signature as authorization to release credit information to CIC telephonically, or by other secure means. The person below also authorizes CIC to access the individual's consumer report(s), and applicable business report(s) in connection with this application.

DATE

NAME (FIRST / MI / LAST)

Bonnie Farris

SIGNATURE

PHYSICAL LOCATION OF BUSINESS

HOME ADDRESS

HOME PHONE

SOCIAL SECURITY

DRIVERS LICENSE NUMBER

EXP. DATE

CIC Credit

Michael J. Thomas

Authorized Signature

Mike Thomas

Print Name

Vice President

Title

CREDIT CARD AUTHORIZATION

** Required on all residential accounts*

Customer Number _____

Please enter the following information exactly as it appears on the credit card. In the event of default by customer, or if customer does not qualify for standard payment terms, the undersigned authorizes CIC Mortgage Credit, Inc. to charge the credit card set forth below for the total of any and all unpaid invoices. All credit card charges will incur a fee of 2.65%

Card Number		Expiration Date		CVV	
First Name		M		Last Name	
Address		City		State	Zip
Email		Phone Number			
Signature		Date			

☐

Voluntary Recurring Credit Card Payment Authorization Agreement:

For customers who qualify for standard payment terms but elect to charge invoices to their credit card every month

The undersigned authorizes CIC Mortgage Credit, Inc. to charge the credit card set forth above each month for the balance due from it (the User). A fax copy of this authorization and the undersigned signature may be deemed equivalent to the original and may be used as a duplicate original.

Signature _____ Date _____

ADDENDUM B

PROHIBITED BUSINESS LIST

1. Adult entertainment service of any kind
2. Business that operates out of an apartment or unrestricted location within a residence (unless approved in writing by CIC and Repositories)
3. Attorneys or Law Offices of any type, except Bankruptcy attorneys when assisting a consumer (consumer must provide written consent)
4. Bail bondsman
5. Check cashing
6. Credit counseling
7. Credit repair clinic or organization
8. Dating service
9. Financial counseling
10. Genealogical or heir research firm
11. Massage services
12. Company that locates missing children
13. Pawn shop
14. Private detectives, detective agencies or investigative companies
15. Individual seeking information for their private use
16. Company that handles third party repossession
17. Company or individual involved in spiritual counseling
18. Subscriptions (magazines, book clubs, record clubs, etc.)
19. Tattoo service
20. Insurance Claims
21. Internet Locator Services
22. Asset Location Services
23. Future Services (i.e., health clubs, timeshare, continuity clubs, etc.)
24. News Agencies or journalists
25. Law Enforcement (except for employment screening)
26. Any company or individual who is known to have been involved in credit fraud or other unethical business practices
27. Companies listed on repository alert report notifications

ADDENDUM C

NOTICE TO USERS OF CONSUMER REPORTS

OBLIGATIONS OF USERS UNDER THE FAIR CREDIT REPORTING ACT

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

The federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. This 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. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet web site (<http://www.ftc.gov>).

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 of the FCRA 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 unsolicited offers of credit or insurance. The particular obligations of users of this "prescreened" information are described in Section V below.

B. **Users Must Provide Certifications.** Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA

(by a general or specific certification, as appropriate) the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

Users Must Notify Consumers When Adverse Actions Are Taken. The term "adverse action" is defined very broadly by Section 603 of the FCRA. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact -- such as unfavorably changing credit or contract terms or conditions, denying or canceling credit or insurance, offering credit on less favorable terms than requested, or denying employment or promotion.

Adverse Actions Based on Information Obtained From a CRA. If a user takes any type of adverse action that is based at least in part on information contained in a consumer report, the user is required by Section 615(a) of the FCRA 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 requests the report 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.

II. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

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 prior written authorization from the consumer.
- 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, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b)(1)(B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.)

III. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS

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. 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 of the FCRA 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 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 must include the summary of consumer rights required by Section 609 of the FCRA. (The user should be able to obtain a copy of the notice of consumer rights from the CRA that provided the consumer report.)
- 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 that was requested. 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.

IV. LIABILITY FOR VIOLATIONS OF THE FCRA

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

ADDENDUM D

END-USER CERTIFICATION TO CIC CREDIT

REQUIRED FOR REQUESTING CONSUMER REPORTS FOR EMPLOYMENT OR RENTAL SCREENING PURPOSES

End-User Certification to CIC Mortgage Credit, Inc. Required to Request Consumer Reports for Employment or Rental Screening Purposes

The undersigned hereby certifies that he or she is authorized to act on behalf of and bind _____ and its successors, assigns, agents, officers, directors, and employees ("The End-User" or "the Company"). The End-User certifies that it and all of its authorized users intend to obtain Consumer and/or Investigative Consumer Reports ("Consumer Reports") from CIC Mortgage Credit, Inc. ("CIC Credit"). The End-User further certifies that the Consumer Reports obtained from CIC Credit will be used solely for permissible purposes as defined in the Fair Credit Reporting Act, 15 U.S.C. §1681, *et. seq.* (FCRA). End-User's certifications included in this End-User Certification Agreement ("Certification"), in addition to End-User's execution of CIC Credit's User Agreement, which is hereby fully incorporated into this Certification by reference, are material inducements and sufficient consideration for CIC Credit to provide End-User with Consumer Reports for purposes of employment or residential tenancy. The End-User acknowledges that any purpose other than described in this Certification and CIC Credit's User Agreement is prohibited, unless CIC Credit agrees in writing, prior to End-User's request for Consumer Reports.

End-User represents and warrants that no information included in the Consumer Reports will be used in violation of any federal or state laws, ordinances, and regulations including, but not limited to, the Equal Credit Opportunity Act, the FCRA, the Americans with Disabilities Act (ADA), the Driver's Privacy Protection Act (DPPA), California Investigative Consumer Reporting Agencies Act (CA ICRA), or other governing law. End-User further agrees to comply with all future amendments or revisions to laws governing procurement and use of Consumer Reports, which may change the End-User's obligations.

End-User agrees to hold information contained within any Consumer Report in strict confidence and maintain procedures to secure information against unauthorized third party access or use. End-User further certifies that prior to ordering Consumer Reports that:

1. End-User has provided the Consumer with a clear and conspicuous disclosure in writing, as notification that a Consumer Report (or Investigative Consumer Report) may be obtained, containing information about them, to be used for purposes of evaluation for employment or residential tenancy;
2. End-User has obtained written authorization from the Consumer as permission to procure the report; and
3. Prior to taking adverse action (including any decision not to hire, promote, retain, or reassign, when the decision is based, in whole or in part on the Consumer report), End-User will provide to the Consumer: a copy of the report and a copy of the document "Summary of Consumer's Rights under the FCRA," which is attached hereto.

End-User further certifies when applicable to its business, and prior to obtaining Consumer Reports, that the End-User shall comply with all applicable provisions of CA ICRA, and shall: 1) provide the Consumer a written disclosure notice that includes the specific language described in the CA ICRA; 2) obtain authorization from the Consumer as permission to procure the report; 3) provide a means by which the Consumer can indicate his or her wish to obtain a copy of the report; and 4) follow the FCRA's adverse action procedures.

IN WITNESS WHEREOF, End-User has caused this Certification to be executed and delivered by its duly authorized officer as of the day and year first written below.

Date: _____

By: Bonnie Farris

Printed Name: _____

Title: _____

ADDENDUM E

CALIFORNIA CIVIL CODE- SECTION 1785.14(a)

END USER CERTIFICATION OF COMPLIANCE

California Civil Code – Section 1785.14(a)

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 CIC Credit, Inc. ("CIC Credit") as follows: (Please check)

End User ☐ (IS) ☒ (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 CIC 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.

ADDENDUM F

VERMONT FAIR CREDIT REPORTING ACT CERTIFICATION (Required for Consumer Reports Concerning Vermont Residents)

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, _____ (“Customer”) acknowledges that it subscribes to receive various information serviced from Equifax Credit Information Services, Inc. ("Equifax"), Experian Information Solutions, Inc. (“Experian”), and TransUnion, LLC (“TransUnion”), through CIC Credit, Inc. (“CIC”) in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et.Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Customer's continued use of Equifax information services in relation to Vermont consumers, Customer hereby certifies as follows:

Vermont Certification. Customer certifies that it will comply with applicable provisions under Vermont law. In particular, Customer certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Customer has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Client further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from CIC.

Client: _____

Signed by: Bonnie Farris

Printed Name and Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

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.

(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.

Addendum G

Experian Security Requirements

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. Vulnerable 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.

ADDENDUM H-1

EQUIFAX REQUIREMENTS

Customer, in order to receive consumer credit information from Equifax Information Services, LLC, through CRA agrees to comply with the following conditions required by Equifax, which may be in addition to those outlined in the Customer Service Agreement ("Agreement"). Customer understands and agrees that Equifax's delivery of information to Customer via CRA is specifically conditioned upon Customer's agreement with the provisions set forth in this Agreement. Customer 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. Customer hereby agrees to comply with all current and future policies and procedures instituted by CRA and required by Equifax. CRA will give Customer 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. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance as not within its best interest.

2. Customer 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. Customer, 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: (y) pursuant to FCRA Section 608 or (z) for an investigation on a matter related to public safety. Customer 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 Customer is ordering the information, and that because Limited ID and Limited DTEC reports are **not** consumer reports Customer 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. Equifax may periodically conduct audits of Customer regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Customers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports. Customer 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 Customer's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement notwithstanding Paragraph 6 above. If Equifax terminates this Agreement due to the conditions in the preceding sentence, Customer (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.

3. Customer certifies that it is not a CIC Credit 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.

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

5. Equifax information will be requested only for Customer's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Customer 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, Customer may deliver the consumer credit information to a third party, secondary, or joint user with which Customer has an ongoing business relationship for the permissible use of such information. Customer understands that Equifax may charge a fee for the subsequent delivery to secondary users. Only designated representatives of Customer will request Equifax information on Customer'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. Customer 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. Customer 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 Customer, its employees or agents contrary to the conditions of this paragraph or applicable law.

6. Customer understands that it must meet the following criteria: (a) the Customer company name, including any DBA's, and the address on the Customer 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 CRA to confirm the Customer 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 CRA 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 (c) and (d) are not required if the Customer is publicly traded on a nationally recognized stock exchange.*

7. Customer will be charged for Equifax consumer credit information by CRA, which is responsible for paying Equifax for such information; however, should

the underlying relationship between CRA and Customer terminate at any time during this agreement, charges for Equifax consumer credit information will be invoiced to Customer, and Customer will be solely responsible to pay Equifax directly.

8. Customer 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 Customer 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.

9. Customer 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 Customer, whether or not any negligence of Equifax is alleged to have been contributory thereto, the failure of Customer to misuse or improper access to Equifax consumer credit information by Customer or the failure of Customer to comply with applicable laws or regulations. Customer 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 Customer resulting directly or indirectly from its use of consumer credit information from Equifax.

10. 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 CUSTOMER IN CONNECTION WITH OR RELATED TO, OR RESPECTING THE ACCURACY OF, ANY EQUIFAX CREDIT INFORMATION FURNISHED BY EQUIFAX TO ANY CUSTOMER.

11. Fair Credit Reporting Act Certification. Customer certifies that it will order Equifax Information Services that are consumer reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Customer intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for one of the following permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report 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 services, 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) when Customer 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 accounts; or (v) for employment purposes; provided, however, that CUSTOMER IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES UNLESS CUSTOMER HAS A SUBSCRIPTION TO THE EQUIFAXPERSONA SERVICE. Customer will use each consumer report ordered under this Agreement for one of the foregoing purposes and for no other purpose. 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 (such as Equifax) under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." Equifax may periodically conduct audits of Customer regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Customers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports. Customer 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 Customer's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement notwithstanding Paragraph 6 above. If Equifax terminates this Agreement due to the conditions in the preceding sentence, Customer (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.

ADDENDUM H-2

ADDITIONAL EQUIFAX REQUIREMENTS

This ADDENDUM H-2 supplements the service agreement ("Agreement") under which Customer receives, as part of its service from CRA, 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 Customer subject to the terms and conditions of the Agreement, and additional terms and conditions that apply to such additional information services. Customer's authorized representative must place his or her initials by each service listed below that Customer desires to receive. Customer agrees to abide by the additional terms and conditions that apply to all the services listed below.

- **BEACON**
- **Pinnacle K**
- **SafeScan Identity Scan**
- **PERSONA**
- **North American Link**

1- BEACON - 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 - 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. Customer 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. Customer may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Customer's adverse action against the subject consumer. Customer 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 Customer 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. Customer must validate the Score on its own records. Customer 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 Customer for any damages, losses, costs or expenses incurred by Customer resulting from any failure of a Score to accurately predict the credit worthiness of Customer'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. Customer 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, Customer will be deemed to have accepted the resulting Score and principal factors delivered. It is Customer's sole responsibility to validate all scoring models on its own records and performance (e) Confidentiality. Customer 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. Customer may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Customer's adverse action against the subject consumer. Customer must describe the principal factors in a manner which complies with Regulation B of the ECOA. Further, Customer acknowledges that the Score and factors are proprietary and that, except for (a) disclosure to the subject consumer if Customer 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, Customer 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 Customer 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. Customer 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 Customer along with the Score.

3. SAFESCAN®

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. Customer 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. Customer understands that the information supplied by SAFESCAN may or may not apply to the consumer about whom Customer 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. FCRA Certification. Customer will notify Equifax whenever a consumer report will be used for employment purposes. Customer 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 Customer 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. Customer 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. Customer acknowledges that it has received from Equifax a copy of the written disclosure form prescribed by the FTC.

5. North American Link

(a) Desiring to obtain credit reporting services on residents of the United States and Canada through Equifax's North American Link access mechanism, Customer understands that credit reporting services on residents of Canada will be provided from the credit reporting database of Equifax Canada Inc. Customer further understands that Equifax is merely facilitating access and receipt of credit reporting services from Equifax Canada Inc. and that Equifax has not prepared and is not responsible for the credit reporting services received from Equifax Canada Inc. (b) Further, Customer acknowledges having received and having read the attached Provincial Legislative Overview for International Customers of Equifax's "North American Link" generally describing some additional requirements of various Canadian provinces regarding the request and use of credit reporting information on residents of those provinces. Customer will comply with applicable provincial laws on consumer credit reporting or on protection of personal information (privacy), including obtaining consent if required, in connection with credit reporting services received from Equifax Canada.

ADDENDUM I-1

EXPERIAN REQUIREMENTS

Customer, 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 Customer Service Agreement (“Agreement”), of which these conditions are made a part. Customer understands and agrees that Experian’s delivery of information to Customer via CRA is specifically conditioned upon Customer’s agreement with the provisions set forth in this Agreement. Customer 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. Customer hereby agrees to comply with all current and future policies and procedures instituted by CRA and required by Experian. CRA will give Customer 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. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance as not within its best interest.

2. Customer agrees that Experian shall have the right to audit records of Customer that are relevant to the provision of services set forth in this Agreement and to verify, through audit or otherwise, that Customer 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. Customer authorizes CRA to provide to Experian, upon Experian’s request, all materials and information relating to its investigations of Customer. Customer further agrees that it will respond within the requested time frame indicated for information requested by Experian regarding Experian consumer credit information. Customer understands that Experian may require CRA to suspend or terminate access to Experian information in the event Customer does not cooperate with any such an investigation or in the event Customer is not in compliance with applicable law or this Agreement. Customer shall remain responsible for the payment for any services provided to Customer by CIC prior to any such discontinuance.

3. Customer certifies that it is not a CIC Credit 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.

3. Customer 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, Customer will take the following action:

a. Customer will notify CRA 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, Customer will actively cooperate with and participate in any investigation conducted by CRA or Experian that results from Customer’s breach of Experian consumer credit information.

b. In the event that Experian determines that the breach was within the control of Customer, Customer 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, Customer 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. Customer understands and agrees that if the root cause of the breach is determined by Experian to be under the control of the Customer (i.e., employee fraud, misconduct or abuse; access by an unqualified or improperly qualified user; improperly secured website, etc.), Customer may be assessed an expense recovery fee.

4. Customer understands that if a change of control or ownership should occur, the new owner of the Customer business must be re-credentialed as a permissible and authorized Customer of Experian products and services. A third party physical inspection at the new address will be required if Customer changes location.

5. If Customer is an authorized residential customer the following additional requirements and documentation must be supplied: (a) Experian must be notified for tracking and monitoring purposes; (b) Customer must maintain a separate business phone line listed in the name of the business; (c) a separate subscriber code for Customer 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.

6. Customer 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 Customer, or Customer’s breach of this Agreement. Customer 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 Customer resulting directly or indirectly from its use of consumer credit information from Experian.

7. 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 CUSTOMER 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.**

ADDENDUM I-2

EXPERIAN CREDIT SCORING

Client (“End User”) warrants that it has an Agreement for service and an account in good standing with CIC Credit (“CIC”) 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.

Unless explicitly authorized in this Agreement or in a separate agreement, between broker (client) and End User, for scores obtained from credit repository, or as explicitly otherwise authorized in advance and in writing by credit repository through CIC, End User shall not disclose to consumers or any third party, and not all such scores provided under this Agreement, unless clearly required by law. Reason codes may be utilized to assist in preparing an adverse action (denial letter) to consumer. End User shall comply with all applicable laws and regulations in using the Scores and reason codes.

End User may not use the trademarks, services marks, logos, names, or any other proprietary designations, whether registered or unregistered, of the Experian, Fair Isaac and Company, CIC, the affiliates of them or any other party involved in the provision of the Score without such entities written consent.

End User agrees not in any manner either directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian/Fair Isaac in performing the Credit Repository Score.

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 1661 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.)

ADDENDUM J-1

TRANS UNION REQUIREMENTS

Customer, in order to receive consumer credit information from Trans Union, LLC, through CRA, agrees to comply with the following conditions required by Trans Union, which may be in addition to those outlined in the Customer Service Agreement ("Agreement"). Customer understands and agrees that Trans Union's delivery of information to Customer via CRA is specifically conditioned upon Customer's agreement with the provisions set forth in this Agreement. Customer 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. Customer certifies that Customer shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for Customer's exclusive one-time use. Customer 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 Customer'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 Customer only to Customer's designated and authorized employees having a need to know and only to the extent necessary to enable Customer to use the Consumer Reports in accordance with this Agreement. Customer 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. Customer will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
3. Customer 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 Customer 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 CIC Credit and its Customer for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through CIC Credit, Customer 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 Customer's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Customer's agreement, CIC Credit may, upon its election, discontinue serving the Customer and cancel the agreement immediately.
5. Customer will request Scores only for Customer's exclusive use. Customer may store Scores solely for Customer's own use in furtherance of Customer's original purpose for obtaining the Scores. Customer 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 Customer with a need to know and in the course of their employment; (ii) to those third party processing agents of Customer who have executed an agreement that limits the use of the Scores by the third party to the use permitted to Customer 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. Customer hereby agrees to comply with all current and future policies and procedures instituted by CRA and required by Trans Union. CRA will give Customer 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. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance as not within its best interest.
7. Customer certifies that it is not a CIC Credit 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. Customer agrees that Trans Union shall have the right to audit records of Customer that are relevant to the provision of services set forth in this agreement. Customer authorizes CRA to provide to Trans Union, upon Trans Union's request, all materials and information relating to its investigations of Customer and agrees that it will respond within the requested time frame indicated for information requested by Trans Union regarding Trans Union information. Customer understands that Trans Union may require CRA to suspend or terminate access to Trans Union's information in the event Customer does not cooperate with any such an investigation. Customer shall remain responsible for the payment for any services provided to Customer prior to any such discontinuance.
9. Customer 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, Customer may deliver the consumer credit information to a third party, secondary, or joint user with which Customer has an ongoing business relationship for the permissible use of such information. Customer 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**

ADDENDUM J-2

TRANS UNION CLASSIC CREDIT RISK SCORE SERVICES

Subscriber has previously represented and now, again represents that it is a

1. Based on an agreement with Trans Union LLC ("Trans Union") and Fair Isaac Corporation ("Fair Isaac") ("CIC Credit Agreement"), CIC 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 Trans Union via an on-line mode in connection with consumer credit reports.
3. 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 CIC 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 three (3) 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, CIC 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. Trans Union 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"). 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
11. 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.
12. 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.
 13. 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.
 14. 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.
 - 15.1 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.
 - 15.2 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.
 16. 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.
 17. 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.

18. 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.
19. 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 CIC 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.

ADDENDUM K

ADDENDUM TO THE RESELLER SERVICES AGREEMENT FOR PRE-QUALIFICATION

For the purpose, this Addendum “Pre-Qualification Services” (i) is a consumer consent-based business model; (ii) is a consumer-initiated transaction, in which consumers consent to having their credit report pulled to see what credit options may be available to them from CIC’s User (iii) is a solution where the consumer reviews the credit options returned by the User and decides whether or not to apply such options; (iv) requires that each User’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.

CIC requires Users to certify their permissible purpose for ordering Pre-Qualification Services is (select all that apply):

- ☐ In connection with mortgage lending
- ☐ In connection with arranging of credit
- ☐ Other *Please explain*

The User certifies that it will request Pre-Qualification Services under procedures prescribed by CIC, which may be amended from time to time, and only for the permissible purpose certified above. The Pre-Qualification Services shall not be obtained/ or used for any other purpose. The User further acknowledges that they will not use Pre-Qualification Reports to replace a hard inquiry for the purpose of offering credit.

The User certifies the Pre-Qualification Services will be for a one time use only. The User acknowledges that credit data pulled shall be used on a per session basis and shall not be used after such a session ends.

User agrees to maintain a record of a consumer’s written instructions in a form capable of being accurately reproduced for later reference by the User.

User understands that they shall not operate as the agent of a third party, and the User will only direct customers to third party lenders that have their own permissible purpose. Users will not offer depersonalized credit profiles for bid by third parties, or make any decision, nor provide FCRA-regulated prescreen services on behalf of a third party.

User certifies that they will 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 creditworthiness, derived in whole or in part from such credit report, to the consumer or to any third party. Notwithstanding the foregoing,

User 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.

User shall (a) not operate as a reseller of Pre-Qualification Services or (b) directly or indirectly charge a consumer any cost or fees, or accept any other payment or valuable consideration from a consumer, for Pre-Qualification or any information derived therefrom ("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.

User shall allow only consumer-supplied contact data and other consumer-supplied data to be passed on to third party lenders, and only after (i), the consumer has provided User with consumer's specific affirmative written authorization (in a manner acceptable to CIC), authorizing User to forward such consumer-supplied data together with information identifying whether such consumer passed the User's credit criteria, which may include specific screening criteria provided by the third party lenders to User., to the third party lenders, and (ii) applicable credit options available in the marketplace have been presented to the consumer for consumer's review.

Name of Company: _____

Signature: Bonnie Farris

Print Name: _____

Title: _____

Date: _____

IRS TRANSCRIPTS ADDENDUM TO END USER AGREEMENT

Agreement to Submit and Retrieve IRS Transcripts

THIS ADDENDUM ("Addendum") to the ("Agreement") and entered into by _____ ("Company"), and the undersigned ("Client"), is entered into this day _____.

RECITALS:

WHEREAS, Client has requested that Company provide IRS transcripts, including but not limited to 1040, 1065, 1120, W-2, 1099 and K-1 transcripts, from the Internal Revenue Service ("IRS") utilizing the Income Verification Express Service ("IVES") (referred to herein as "Services");

WHEREAS, the IRS requires that IVES registered participants authenticate the identity of all individuals who are authorized to submit and retrieve IRS transcripts; and

WHEREAS, the parties desire to amend the End User Agreement as set forth herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. This Addendum amends the Agreement that is in effect between the parties and the terms of this Addendum are hereby incorporated into the Agreement as if fully set forth in the Agreement. Except as otherwise stated in this Addendum, the Agreement remains in full force and effect. All terms defined in the Agreement shall have the same meanings in this Addendum, unless otherwise stated herein.
2. End User must complete and return to the Company the Client Verification Form attached as Exhibit A, in order to receive the Services.
3. End User shall maintain an accurate list of each of its employees, agents, or contractors who are authorized to request the Services ("Authorized Users"), and shall keep the following information current for each Authorized User:
 1. Name
 2. Date of Birth
 3. Address
 4. Social Security Number
 5. E-mail Address and
 6. Phone Number

4. End User shall independently verify the information each Authorized User provides to it. Such verification may consist of, but is not limited to, the following: verifying the name, date of birth and address of each Authorized User by reviewing each Authorized User's government-issued I.D., and examining the employee's Social Security card. End User shall also verify the Authorized User's e-mail address and telephone number.
5. Company may periodically audit the End User's compliance with this procedure, using the methods of verification included in paragraph 3, and any such other methods of verification that the Company deems reasonable, in its sole discretion.
6. End User agrees to indemnify and hold harmless Company, including its officers, directors, employees, agents, and assigns, against any and all claims, demands, liabilities, damages, or costs of whatever kind that arise out of End User's breach of this Addendum or use of the Services.
7. This Addendum may be executed in one or more counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, by signing below, the Signatories below certify that they are duly authorized to bind their respective companies and agree to the terms of this Addendum.

END USER

By: *Bonnie Farris*
Name:
Title:
Last 4 of SSN:
Phone Number:

COMPANY

By: *Michael Thomas*
Name: Mike Thomas
Title: VP
Phone Number: 615-386-2282

APPENDIX III

In addition to the User Agreement including its accompanying addenda, as well as CIC's policies and procedures, Customer also agrees as follows when accessing LexisNexis data:

SECTION A: FCRA PERMISSIBLE PURPOSE

In contracting for the services under this Agreement, Customer is a "User" of "Consumer Reports" as those terms are defined under the FCRA, and as such certifies as follows:

- 1. The nature of User's business is: _____**
- 2. End User certifies that for purposes of requesting LN Services pursuant to the Fair Credit Reporting Act, 15 U.S.C §§1681, *et. seq.*, that its permissible purpose for ordering the LN Services is::**

Please check all that apply:

- ☐ For the extension of credit to the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- ☐ For the review of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- ☐ For the collection of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- ☐ For use in connection with the underwriting of insurance involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(B).
- ☐ For use, 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 in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(E).
- ☐ In connection with the assessment of the consumer's ability to pay for a medical care transaction initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681(b)(a)(3)(F)(i).
- ☐ In connection with a rental car transaction where the transaction is initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681b(a)(3)(F)(i).
- ☐ In connection with a demand deposit account or related new account opening transaction where the transaction is initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681b(a)(3)(F)(i).
- ☐ In response to a request by the head of a State or local child support enforcement agency (or a State or local government official authorized by the head of such an agency). In accordance with 15 U.S.C. Sec. 1681(b)(a)(4), Customer makes the following certifications:
 1. the consumer report is needed for the purpose of establishing an individual's capacity to make child support payments or determining the appropriate level of such payments;

2. the paternity of the consumer for the child to which the obligation relates has been established or acknowledged by the consumer in accordance with State laws under which the obligation arises (if required by those laws);
 3. the Customer has provided at least 10 days' prior notice to the consumer whose report is requested, by certified or registered mail to the last known address of the consumer, that the report will be requested; and
 4. the consumer report will be kept confidential, will be used solely for a purpose described in subparagraph (A), and will not be used in connection with any other civil, administrative, or criminal proceeding, or for any other purpose.
- ☐ For use 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 in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(D).
- ☐ With express written instructions of the consumer for reasons **other than** an employment purpose in accordance with FCRA Section 15 U.S.C. Sec. 1681(b)(a)(2).

If you have selected "with express written instructions of the consumer" above, please specify intended use: _____

3. **The Federal Fair Credit Reporting Act imposes criminal penalties — including a fine, up to two years in prison, or both — against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.**

This certification supersedes any pre-dated certifications.

SECTION B: TERMS & CONDITIONS

1. RESTRICTED LICENSE. CIC Credit hereby grants to Customer a restricted license to use the CIC Credit Services and any data contained therein, subject to the restrictions and limitations set forth below:

- (i) **Generally. CIC Credit hereby grants to Customer a restricted license to use the CIC Credit Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the CIC Credit Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the CIC Credit Services for marketing purposes or resell or broker the CIC Credit Services to any third party and shall not use the CIC Credit Services for personal (non-business) purposes. Customer shall not use the CIC Credit Services to provide data processing services to third-parties or evaluate the data of or for third-parties. Customer agrees that if CIC Credit determines or reasonably suspects that continued provision of CIC Credit Services to Customer entails a potential security risk, or that Customer is engaging in marketing activities, reselling, brokering or processing or evaluating the data of or for third-parties, or**

using the CIC Credit Services for personal (non-business) purposes or using the CIC Credit Services' information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, CIC Credit may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the CIC Credit Services. Customer shall not access the CIC Credit Services from Internet Protocol addresses located outside of the United States and its territories without CIC Credit's prior written approval. Customer may not use the CIC Credit Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the CIC Credit Services and information provided therein. CIC Credit may at any time mask or cease to provide Customer access to any CIC Credit Services or portions thereof which CIC Credit may deem, in CIC Credit's sole discretion, to be sensitive or restricted information.

- (ii) **GLBA Data.** Some of the information contained in the CIC Credit Services may include "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and related state laws, (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the CIC Credit Services, in any manner that would violate the GLBA, or any applicable laws, regulations or rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data and will recertify upon request by CIC Credit. Customer certifies that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.
- (iii) **DPPA Data.** Some of the information contained in the CIC Credit Services may include "personal information," as defined in the Drivers Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws, (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the CIC Credit Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain CIC Credit Services and will recertify upon request by CIC Credit.
- (iv) **Social Security and Driver's License Numbers.** CIC Credit may in its sole discretion permit Customer to access QA Data (as previously defined). If Customer is authorized by CIC Credit to receive QA Data, and Customer obtains QA Data through the CIC Credit Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by CIC Credit policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 2 below, Customer agrees that it will not permit QA Data obtained through the CIC Credit Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by CIC Credit. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or

- ftp without CIC Credit's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under this Agreement. CIC Credit may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.
- (v) **Copyrighted and Trademarked Materials.** Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the CIC Credit Services.
 - (vi) **National Change of Address Database.** CIC 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 Customer receives all or a portion of the NCOA Database through the CIC Credit Services, Customer hereby certifies to CIC Credit that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Customer agrees to complete, execute and submit to CIC Credit the NCOA Processing Acknowledgement Form.
 - (vii) **Additional Terms.** Certain materials contained within the CIC Credit Services are subject to additional obligations and restrictions. Without limitation, these services include news, business information (e.g., Dun & Bradstreet reports), and federal legislative and regulatory materials. To the extent that Customer receives such materials through the CIC Credit Services, Customer agrees to comply with the General Terms and Conditions for Use of CIC Credit Services contained at the following website: www.lexisnexis.com/terms/general (the "General Terms"). The General Terms are hereby incorporated into this Agreement by reference.
 - (viii) **MVR Data.** If Customer is permitted to access Motor Vehicle Records ("MVR Data") from CIC Credit, without in any way limiting Customer'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) Customer shall not use any MVR Data provided by CIC Credit, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information,
 - (b) As requested by CIC Credit, Customer shall complete any state forms that CIC Credit is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
 - (ix) **American Board of Medical Specialties ("ABMS") Data.** If Customer is permitted to access ABMS Data from CIC Credit, Customer 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.

- (x) **HIPAA.** Customer represents and warrants that Customer will not provide CIC 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.
- (xi) **Retention of Records.** Customer 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.
- (xii) **Economic Sanctions Laws.** Customer acknowledges that CIC Credit is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to CIC Credit Services to any individuals identified on OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place CIC Credit in a position of non-compliance with any such economic sanctions laws

2. SECURITY. In addition to Paragraph 1 above and the Addendum G of the Agreement, Customer acknowledges that the information available through the CIC Credit Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, (a) unless otherwise required by law, purge all information received through the CIC Credit Services and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt; (b) be capable of receiving the CIC Credit Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by CIC Credit; (c) not access and/or use the CIC Credit Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by CIC Credit;. Customer agrees that on at least a quarterly basis it will review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein. . Customer shall remain solely liable for all costs associated therewith and shall further reimburse CIC Credit for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the CIC Credit Services, or any actions required as a result thereof. Furthermore, in the event that the CIC Credit Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such

personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a “Security Event”), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in CIC Credit’s reasonable discretion. Customer agrees that such notification shall not reference CIC Credit or the product through which the data was provided, nor shall CIC Credit be otherwise identified or referenced in connection with the Security Event, without CIC Credit’s express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys’ fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event, and to the extent that any claims are brought against CIC Credit, shall indemnify CIC Credit from such claims. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to CIC Credit for review and approval prior to distribution. In the event of a Security Event, CIC Credit may, in its sole discretion, take immediate action, including suspension or termination of Customer’s account, without further obligation or liability of any kind. If Customer is contacted by a government or law enforcement agency regarding suspected or actual misuse of Services, customer will immediately notify CIC CREDIT, unless expressly prohibited from doing so by the government or law enforcement agency.

3. PERFORMANCE. CIC Credit will use commercially reasonable efforts to deliver the CIC Credit Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the CIC Credit Services; provided, however, that Customer accepts all information “AS IS.” Customer acknowledges and agrees that CIC Credit obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on CIC Credit for the accuracy or completeness of information supplied through the CIC Credit Services. Without limiting the foregoing, the criminal record data that may be provided as part of the CIC 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. Customer understands that Customer may be restricted from accessing certain CIC Credit Services which may be otherwise available. CIC 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 CIC Credit Services. In the event that CIC Credit discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, CIC Credit will, at Customer’s option, issue a prorated credit to Customer’s account.

4. INTELLECTUAL PROPERTY; CONFIDENTIALITY. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the CIC Credit Services’ information, programs or computer

applications, Customer acknowledges that CIC 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 CIC Credit Services and the data and information that they provide. Customer shall use such materials in a manner consistent with CIC Credit's interests and the terms and conditions herein, and shall notify CIC Credit of any threatened or actual infringement of CIC Credit's rights. Notwithstanding anything in this Agreement to the contrary, CIC Credit or CIC Credit's data provider shall own Customer's search inquiry data used to access the CIC 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. Customer and CIC 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 CIC Credit's information, product information, pricing information, product development plans, forecasts, data contained in CIC 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 Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

5. WARRANTIES/LIMITATION OF LIABILITY. Neither CIC Credit, nor its subsidiaries and affiliates, nor any third-party data provider (for purposes of

indemnification, warranties, and limitations on liability, CIC Credit, its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "CIC Credit") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the CIC Credit Services) for any loss or injury arising out of or caused in whole or in part by CIC Credit's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the CIC Credit Services. If, notwithstanding the foregoing, liability can be imposed on CIC Credit, then Customer agrees that CIC Credit's aggregate liability for any and all losses or injuries arising out of any act or omission of CIC Credit in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed One Hundred Dollars (\$100.00); and Customer covenants and promises that it will not sue CIC Credit for an amount greater than such sum even if Customer and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against CIC Credit. CIC Credit does not make and hereby disclaims any warranty, express or implied With respect to the CIC Credit Services. CIC Credit does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the CIC Credit Services or information provided therein. In no event shall CIC Credit be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof. Due to the nature of public record information, the public records and commercially available data sources used in CIC Credit Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. CIC Credit 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.

6. **INDEMNIFICATION.** Customer hereby agrees to protect, indemnify, defend, and hold harmless CIC Credit from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to (a) use of information received by Customer (or any third party receiving such information from or through Customer) furnished by or through CIC Credit; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event. CIC Credit hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the CIC Credit Services or data contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to CIC Credit; (ii) Customer must provide any assistance which CIC Credit may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by CIC Credit); and (iii) CIC Credit has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, CIC Credit will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the CIC Credit Services; (2) Customer's failure to use any corrections made available by CIC Credit; (3) Customer's use of the CIC Credit Services in combination

with any product or information not provided or authorized in writing by CIC Credit; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the CIC Credit Services, or if CIC Credit determines that any part of the CIC Credit Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, CIC Credit may in its sole discretion and at its option (A) procure for Customer the right to continue using the CIC Credit Services; (6) replace or modify the CIC Credit Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the CIC Credit Services; or (C) terminate this Agreement and refund any fees relating to the future use of the CIC Credit Services. The foregoing remedies constitute Customer's sole and exclusive remedies and CIC Credit's entire liability with respect to infringement claims or actions.

7. AUDIT. In addition to paragraphs 12 and 17 of the Agreement, Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements, this Agreement, and CIC Credit's obligations under its contracts with its data providers and CIC Credit's internal policies, Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by CIC Credit will be subject to immediate action including, but not limited to, suspension or termination of the license to use the CIC Credit Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

8. SURVIVAL OF AGREEMENT. Provisions hereof related to release of claims; indemnification; use and protection of information, data and CIC Credit Services; payment for the CIC Credit Services; audit; CIC Credit's use and ownership of Customer's search inquiry data; disclaimer of warranties; security; customer data and governing law shall survive any termination of the license to use the CIC Credit Services.

9. EMPLOYEE TRAINING. Customer shall train new employees prior to allowing access to CIC Credit Services on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Paragraph 1 and the security requirements of Paragraph 2. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to CIC Credit Services no less than annually. Customer shall keep records of such training.

10. TAXES. The charges for all CIC Credit Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

11. CUSTOMER CHANGES/CREDIT REPORT. Customer acknowledges and understands that CIC Credit will only allow Customer access to the CIC Credit Services if Customer's credentials can be verified in accordance with CIC Credit's internal credentialing procedures. Customer shall notify CIC Credit immediately of any changes to the information on Customer's Application for the CIC Credit Services, and, if at any time Customer no longer meets CIC Credit's criteria for providing such service, CIC Credit may

terminate this Agreement. In addition to paragraph 18 of the Agreement, Customer is required to promptly notify CIC Credit of any change in the name of Customer's company, and/or any change in the physical address of Customer's company.

12. CHANGE IN AGREEMENT. Notwithstanding paragraph 31 of the Agreement, by receipt of the CIC Credit Services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Paragraph 1 herein, changes in pricing, and changes to other provisions of this Agreement as CIC Credit shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. CIC Credit may, at any time, impose restrictions and/or prohibitions on the Customer's use of the CIC Credit Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in CIC Credit policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by CIC Credit of such restrictions, Customer agrees to comply with such restrictions.

13. PUBLICITY. Customer will not name CIC Credit or refer to its use of the CIC Credit Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding CIC Credit or Customer's use of the CIC Credit Services.

14. FORCE MAJEURE. The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

15. PRIVACY PRINCIPLES. With respect to personally identifiable information regarding consumers, the parties further agree as follows: CIC Credit has adopted the "CIC Access Security Requirements" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at: [http: \[CIC CREDIT WEB PAGE\]](http://[CIC CREDIT WEB PAGE]).

16. ENTIRE AGREEMENT. Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the CIC Credit Services and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and

exchange of information contained in this Agreement shall, with respect to the CIC Credit Services and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by CIC Credit unless CIC Credit agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.

17. CONSUMER DISPUTES AND OPT-OUT REQUESTS INVOLVING NON-FCRA DATA. Customer will implement a mechanism for investigating consumer inquiries related to non-FCRA data to determine the source of data disputed by the consumer and detail the procedures and timing for notifying CIC Credit, if CIC Credit is the source of the information disputed by the consumer. The non-FCRA consumer dispute process may include advising the consumer that the data provider uses public records and commercially available data that may contain errors, and must comply with all laws and regulations regarding consumer rights of access and correction, if applicable. Public record data, at times, is entered or processed with errors and is not warranted by CIC Credit to be free from defect. Customer understands that such non-FCRA data should not be relied upon as definitively accurate, and is not allowed to be used for adverse action or declination of services, and are not provided by “consumer reporting agencies,” as that term is defined in the FCRA and do not constitute “consumer reports,” as that term is defined in the FCRA and accordingly, may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or for other eligibility determination purposes that would qualify the services as a consumer report under the FCRA.

If, after having been advised of the foregoing, regarding the limitations and appropriate use of data sourced from public records, the consumer affirmatively requests a copy of the public record information that pertains to the consumer, the identity of the public record provider, or more information about LexisNexis, they should be directed to the following website: <http://www.lexisnexis.com/privacy/for-consumers/>. The consumer should be informed that this site will allow them to request a copy of information on them; however, this is not a vehicle for making any corrections. Information is not corrected in this system; however, LexisNexis does provide the sources of the data, to the extent permitted.

If the consumer is continuing to escalate through your company, you should follow your internal escalation procedures and contact CIC Credit. CIC Credit will work with its LexisNexis sales representative to resolve the consumer’s issue.

In the event the Customer is contacted by a consumer to opt-out of certain LexisNexis databases, Customer shall contact CIC Credit to report the opt-out request.

18. MISCELLANEOUS. In addition to paragraph 27 of the Agreement, if any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and

interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

19. PROHIBITED CUSTOMERS. In addition to the types of organizations listed at Addendum B to the Agreement, if the Customer obtains LexisNexis data it further represents and warrants it is not one of the following types of organizations and will notify CIC Credit immediately if it becomes such.

- Alumni/Fraternal organizations
- Gun/Weapons Shops
- Hair Salons
- Judgement Recovery
- OFAC/SDN list member
- Process servers
- Rented Apartment, Condominium, or duplex
- Restaurant (non-corporate)
- Skip Tracing for the general public
- Unclaimed Funds Location

If Customer obtains LexiNexis data that is governed by GLBA (defined below) or FCRA, it further represents and warrants it is not one of the following types of organizations and will notify CIC Credit immediately if it becomes such.

- Adoption search firms
- Child Location services
- Condominium/Homeowner's Associations
- Country Club
- Diet Centers
- Foreign company or agency of a foreign government
- Future services
- Loan modification companies
- Marketing companies
- Mortgage brokers
- Nongovernment agencies or business associated with the collection of child support
- Timeshare (unless proof of credit extension is procured)
- Title abstract companies
- Utility companies

If Customer obtains LexiNexis data that is governed by DPPA (defined below), it further represents and warrants it is not one of the following types of organizations and will notify CIC Credit immediately if it becomes such

- Motor Vehicle Dealers
- Motor Vehicle Manufacturers
- Motor Vehicle Warranty/Recall companies

APPENDIX IV

GLB Purpose

The services provided under this Agreement may contain information governed by the Gramm-Leach-Bliley Act (GLBA). In accordance with the GLBA, you must submit the purpose for which you intend to utilize this information. The purpose you submit will govern the behavior of submitted query. When creating applications, you should provide end-users with the ability to change the submitted purpose if the purpose for which they are conducting queries could change.

Description Code

- 1 Transactions Authorized by Consumer: As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer**
- 11 Transactions Authorized by Consumer (Application Verification Only): As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications**
- 2 Law Enforcement Purpose: 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, self-regulatory organizations, or for an investigation on a matter related to public safety**
- 3 Use by Persons Holding a Legal or Beneficial Interest Relating to the Consumer: For use by persons holding a legal or beneficial interest relating to the consumer**
- 12 Use by Persons Acting in a Fiduciary Capacity on Behalf of the Consumer: For use by persons acting in a fiduciary or representative capacity on behalf of the consumer**
- 5 Fraud Prevention or Detection: For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability**
- 6 Required Institutional Risk Control: For required institutional risk control, or for resolving customer disputes or inquiries**
- 7 Legal Compliance: For use to comply with Federal, State, or local laws, rules, and other applicable legal requirements**
- 0 No Permissible Purpose (default)**

DPPA Purpose

The services provided under this Agreement may contain information governed by the Driver’s Privacy Protection Act of 1994 (DPPA). Pursuant to the DPPA, you may only access this database for one of the permitted uses set forth below. The purpose you submit governs the behavior of submitted query. When creating applications, you should provide end-users with the ability to change the submitted purpose if the purpose for which they are conducting queries could change.

Description Code

- 1 Use by a court, law enforcement agency or other government agency or entity, acting directly on behalf of a government agency.
- 2 Use for any matter regarding motor vehicle or driver safety or theft (except by motor vehicle manufacturers).
- 3 For use in the normal course of business but only to verify the accuracy of personal information submitted by the individual to the business; and if the submitted information is incorrect, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- 4 Use in connection with a civil, criminal, administrative, or arbitral proceeding, including the service of process, investigation in anticipation of litigation, the execution or enforcement of judgments, or compliance with the orders of any court.
- 5 Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver’s license that is required under chapter 313 of title 49 of the United States Code.
- 6 Use by an insurer or insurance support organization, in connection with claims investigation activities or antifraud activities.
- 7 Use by a licensed private investigative agency, or licensed security service, for a purpose permitted above.
- 0 No Permissible Purpose

By: Bonnie Farris

Printed Name: _____

Title: _____

Technical Provider Agency Addendum

2-WAY AGENCY AGREEMENT FORM C PART 2 (TECHNICAL PROVIDER OF MULTIPLE END USERS)

This Agency Addendum (the “**Addendum**”) is made and entered into as of _____ (the “**Effective Date**”) by CIC Mortgage Credit, Inc. DBA CIC Credit (“**Reseller**”) and _____ (“**End User**”), and amends and supplements the Master Service Agreement (the “**End User Agreement**”).

1. **Agency.** End User has entered into various agreements with various technical providers, a description of each such Technical Provider agreement is provided at Exhibit 1 (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 original and/or amended End User Agreement. End User agrees to pay the Reseller’s Fees in accordance with the terms of the original and/or amended 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. Attached hereto as Exhibit 1, End User has identified all third party Technical Providers 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

Address for Notice:

Exhibit 1

Third Party Technical Provider (including contact information and entity type)	Description of Services Provided	Agreement Date
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