



**To:** Credit Plus, Inc.  
Compliance Department  
(800) 546-6584 fax  
Sales Representative: First Lenders Data

**From:** Company: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Telephone: \_\_\_\_\_  
Contact Fax: \_\_\_\_\_  
Contact for Physical Inspection: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**Compliance Documents Enclosed:**

- Executed User Service Agreement
- Copy Business License or Articles of Incorporation
- Broker license
- Continuing Guaranty
- Copy of principal's drivers license (not required if incorporated more than 1 year)
- Copy of current office lease agreement (unless office is owned)
- Copy of voided business banking check (in lieu of business banking reference)
- Executed Appendix I (Vermont Fair Credit Contract Certification)
- Letter of Intent

APPENDIX "K"

Customer Profile (Required)

Company Name: \_\_\_\_\_ DBA Names: \_\_\_\_\_
Address: \_\_\_\_\_ Suite: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Business Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_
Billing Address: \_\_\_\_\_ Suite: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Billing Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_
Website Address: \_\_\_\_\_
Length of time in Business: Yrs \_\_\_\_\_ Mos \_\_\_\_\_ Office Location: [ ] Commercial [ ] Residential Length of time at Current Location: Yrs \_\_\_\_\_ Mos \_\_\_\_\_
Current Credit Report Vendor: \_\_\_\_\_ Loan Origination Software: \_\_\_\_\_
Corporate company name (if applicable): \_\_\_\_\_ Phone: \_\_\_\_\_ Ext: \_\_\_\_\_
Corporate Address: \_\_\_\_\_ Suite: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Information (Required)

Primary Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_
Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Email Address: \_\_\_\_\_
Compliance Contact (individual we can contact with questions or additional information needed to complete compliance verifications)
[ ] Same as primary
[ ] Other Name: \_\_\_\_\_ Title: \_\_\_\_\_
Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Email Address: \_\_\_\_\_
Billing Contact
[ ] Same as primary
[ ] Other Name: \_\_\_\_\_ Title: \_\_\_\_\_
Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Email Address: \_\_\_\_\_

Type of Business (Required)

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

[ ] Corporation State: \_\_\_\_\_ Date of Incorporation: \_\_\_\_\_
[ ] LLC State: \_\_\_\_\_ Date of Organization: \_\_\_\_\_
[ ] Partnership [ ] Sole Proprietor Business License #: \_\_\_\_\_ State: \_\_\_\_\_ Date of Organization: \_\_\_\_\_
[ ] Bank FDIC Number: \_\_\_\_\_
[ ] Credit Union Charter Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

[ ] Tax Exempt Business Tax ID: \_\_\_\_\_ [ ] Other: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Intended Use(s) of Credit Reports: \_\_\_\_\_

Will the company or does it intend to resell information from the consumer credit report? [ ] Yes [ ] No

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

CUSTOMER IS A WELL ESTABLISHED CREDIT UNION. AS SUCH, ATTACHED IS A COPY OF THE BANK'S FINANCIAL INFORMATION PROVIDED IN LIEU OF BANK REFERENCES AND BUSINESS REFERENCES PER CREDIT PLUS' ALTERNATIVE DOCUMENTATION FOR THIS REQUIREMENT AND PER STEVE GRANT.

**Business Reference** *(Required)*

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**Current Credit Vendor Reference**

Credit Reference: \_\_\_\_\_ Account No.: \_\_\_\_\_  
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 extend 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.*

| Name <i>(Please print)</i> | Title <i>(Please print)</i> |
|----------------------------|-----------------------------|
| 1. _____                   | _____                       |
| 2. _____                   | _____                       |

**Authorized Signature** *(Please print)*

*Must be signed by company officer/owner/partner/member/managing partner*

CUSTOMER IS A WELL ESTABLISHED CREDIT UNION. AS SUCH, ATTACHED IS A COPY OF THE BANK'S FINANCIAL INFORMATION PROVIDED IN LIEU OF AUTHORIZATION TO PULL THE APPLICANT'S PERSONAL CREDIT REPORT AND WAIVED PER STEVE GRANT

## USER SERVICE AGREEMENT

1. The undersigned User hereby petitions Credit Plus, Inc. ("CPI") to render service in accordance with its customary practices, for which User agrees to pay, net 30 days, on billing by CPI the fees provided on "Basic Pricing Schedule." CPI may from time to time diminish or increase the charges to User by written notice mailed or delivered to User at its business address and in such event User agrees to pay the revised charges unless User shall terminate this agreement as hereinafter provided.

2. As a CPI Client you certify that your permissible purpose for ordering credit reports is:

- In connection with qualifying a mortgage applicant
- In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer
- In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained
- In connection with a tenant screening application involving the consumer
- In accordance with the written instruction of the consumer
- For a legitimate business need in connection with a business transaction that is initiated by the consumer
- As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.

3. User certifies that it will request consumer reports pursuant to procedures prescribed by CPI from time to time and only for the permissible purpose certified above, and will use the reports obtained for no other purpose. Except as provided for in paragraph "10", User shall use each consumer report only for a one-time use and shall hold the report in strict confidence, and not to disclose it to any third parties; provided, however that User 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, for scores obtained from Trans Union, Equifax Information Services, or Experian Information Solutions, User shall not disclose to consumers or any third party, any or all such scores provided under this Agreement, except as required by law or except as provided for in paragraph "10". User agrees that consumer reports on employees will not be requested. User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry and provide CPI copies of such upon request. User further agrees, as requested, to promptly furnish by telephone or in writing to CPI all required information covering transactions by the User and its consumers, and to indemnify CPI, Trans Union, Equifax Information Services, Experian Information Solutions, and each of the other Users and the officers and employees of each, jointly and severally, from any loss, damage, attorney's fees and costs arising from any claim or suit based on alleged violation of any provision of this agreement.

4. This agreement shall continue in force without any fixed date of termination, subject to cancellation by either party upon thirty (30) days prior written notice mailed or delivered to the office of the other party; further subject to the right of CPI at any time and without prior notice, to terminate this agreement in event of any federal or state law or decision which affects the economic operation of CPI or any violation by User of any provision of this agreement, and further subject to the right of User at any time and without prior written notice, to terminate this agreement in event of increase in charges to the User, as provided herein.

5. No information furnished to User is guaranteed nor is CPI in any way responsible for such information. CPI shall not be responsible or liable for any loss caused by neglect or act of any of its servants, agents, attorneys, clerks or employees in procuring, collecting and communicating any information furnished by or to User. No promise, statement, representation or agreement made by any employee or other representative of CPI and not expressed in this agreement shall bind it contractually or otherwise to User.

6. User hereby agrees to comply with all policies and procedures instituted by CPI and required by CPI's consumer reporting vendors. CPI will give User 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. User may terminate this agreement at any time after notification of a change in policy in the event User deems such compliance as not within its best interest.

7. User agrees that CPI and CPI's consumer reporting vendors shall have the right to audit records of User that are relevant to the provision of services set forth in this Agreement. User further agrees that it will respond within a requested time frame for information requested by CPI's consumer reporting vendors regarding information provided by such vendor. User understands that such vendor may suspend or terminate access to the vendor's information in the event User does not cooperate with such an investigation.

8. (a). During the term of this Agreement, User agrees to comply with all federal, state and local statutes, regulations and rules applicable to it, including, without limitation the FCRA, with any changes enacted to FCRA during the term of this Agreement, the Gramm Leach Bliley Act and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, and any regulations or limitations promulgated by CPI's consumer reporting vendors. Without limiting the foregoing, CPI may from time to time notify User of new additional, updated or new requirements relating to such laws, compliance with which will be a condition of CPI's continued provision of the credit information to User, and User shall utilize training materials to train and educate its employees in proper security procedures consistent with industry standards. In addition, such new requirements might require price increases. User agrees to comply with any such new requirements no later than thirty (30) days after it actually receives notice from CPI and such requirements shall be incorporated into this Agreement by this reference. User understands and agrees that CPI may require evidence, including a certification that User understands and will comply with applicable laws.

(b). User will implement strict security procedures designed to ensure that User's employees and users use the services and the credit information in accordance with this Agreement and for no purposes other than as permitted by this Agreement. User will treat and hold the services and the credit information in strict confidence and will restrict access to the services and the credit information to User's employees and users who agree to act in accordance with the terms of this Agreement and applicable law. User will inform User's employees and users to whom any credit information is disclosed of the provisions of this Agreement. User agrees to indemnify CPI for any claims or losses incurred by CPI as a result of the misuse of the services or the credit information by User or User's affiliates, employees, agents, subcontractors or users in violation of this Agreement.

9. (a). User shall notify CPI 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 within 24 hours following discovery thereof.

(b). In the event of such a breach, User agrees to cooperate with CPI and with CPI'S consumer reporting vendors in any investigation relating thereto. The nature and timing of any notifications required herein shall be under the control of CPI's consumer reporting vendors, unless otherwise required by law.

(c). In the event the breach is determined by CPI's consumer reporting vendors to be 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 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 national consumer credit reporting bureaus, and (2) CPI's consumer reporting vendors and CPI may assess User an expense recovery fee.

10. If approved by CPI and CPI's consumer reporting vendors, User may deliver the consumer credit information to a third party, secondary user with which User has an ongoing business relationship for the permissible use of such information. CPI's consumer reporting vendors may charge a fee for the subsequent delivery to secondary users.

11. User agrees that CPI 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. CPI may utilize a third party vendor to perform an on-site inspection of User's business, and User agrees to allow access to such third party.

12. To assure FCRA Compliance, User will be required to pass a Physical Inspection of the business premises. The User will be charged for the cost of the inspection. In addition, User agrees to notify CPI of any change of ownership or control fifteen days prior to any such change. CPI may require the new ownership to re-apply for the services provided for herein and may require, at User's expense, a new physical inspection in the event the office location is changed.

13. User hereby authorizes CPI to provide copies of any information regarding User to CPI's consumer reporting vendors.

14. User agrees that CPI may monitor User on an ongoing basis to determine User's compliance with applicable law and the provisions of this Agreement. In the event CPI determines that User is not in compliance with applicable law or this Agreement, CPI may immediately discontinue services under this Agreement. User shall remain responsible for the payment for any services provided to User by CPI prior to any such discontinuance.

15. CPI will provide, and User will utilize, training and training materials to User in order for User to comply with the federal Fair Credit Reporting Act and with the policies and procedures required by CPI's consumer reporting vendors. A copy of the training materials are provided by the U.S. Federal Trade Commission at <http://www.ftc.gov/os/statutes/fcra.htm>.

16. 15 U.S.C., 1681 *et seq.* also requires certain other responsibilities of Users of consumer reports from consumer reporting agencies. Those responsibilities are attached (and made a part hereof) as Appendix "B" to this Agreement. User acknowledges that it is not one of the businesses listed in Appendix "C" attached hereto.

17. User understands and agrees that basic consumer credit information delivered to User by CPI is obtained from Trans Union, Equifax Information Services, or Experian Information Solutions, each of which impose different conditions on the acquisition, use and disposal of such information. User agrees to abide by the terms and conditions of the attached Appendices "D", "E" and "F" containing such conditions, which are explicitly made a part hereof.

18. User acknowledges additional responsibilities and guidelines regarding credit scores included with consumer reports provided by CPI, attached to this Agreement as Appendix "G".

19. User agrees to abide by Section 1785.14(a) of the California Civil Code included in Appendix "H".

20. User agrees to abide by Vermont Fair Credit Reporting Statute, 9 V.S.A. in Appendix "I".

21. User agrees to fully support and implement policies that protect the confidential nature of information furnished by and through CPI and insure respect for consumers' rights to privacy. User will subscribe to the Access Security Requirements furnished on Appendix "J" and will make all employees who access credit aware of these policies.

22. 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.

23. User agrees that it will properly dispose of all consumer information. "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 laws regarding consumer credit or consumer identity protection.

24. User shall pay all attorney fees, court costs, ADR fees and collection costs incurred by CPI for collecting any delinquent account hereunder, 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. If User fails to pay as agreed CPI has permission to send a draft for payment to User's bank. User agrees to pay for all additional services that may be requested through CPI.

25. Each party to this Agreement is an independent contractor, and 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.

26. User and CPI acknowledge and intend that this Agreement was entered into for the respective benefit of each of them and their respective successors and assigns, and, in consideration of their reporting information to CPI, the third party benefit to Trans Union LLC, Equifax Information Services LLC and Experian Information Solutions Inc. Nothing in this Agreement will be construed as giving any other person, firm, corporation or other entity, other than the parties to this Agreement and their respective successors and permitted assigns and Trans Union LLC, Equifax Information Services LLC and Experian Information Solutions Inc., any right, remedy or claim under or in respect of this Agreement or any of its provisions.

27. 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 CPI. Consent will not be unreasonably withheld. 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.

28. 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 its reasonable control.

29. 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.

30. Failure of any party to enforce any of its respective rights or remedies hereunder with respect to any specific act or failure to act of any party will not constitute a waiver of the rights of that party to enforce those rights and remedies with respect to any other or subsequent act or failure to act.

31. This Agreement, including the Appendices and Exhibits hereto, which are expressly incorporated into it, constitutes the entire Agreement between the parties and supersedes and cancels any and all prior agreement between the parties relating to the subject matter. No changes in this Agreement may be made except in writing signed by both parties.

**32. 15 U.S.C. 1681 ET SEQ. 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.**

33. This Agreement shall be governed by and construed under the laws of the State of Maryland.

34. 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, and (3) has direct knowledge of the information set forth in the accompanying User Profile, (4) is authorized and hereby consents for User to receive faxes, including, but not limited to fax advertisements, sent by or on behalf of Credit Plus, Inc. 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 Credit Plus Inc. telephonically. A copy of the Customer Profile is attached hereto as Appendix "K".

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
USER (Company Name)

\_\_\_\_\_  
CREDIT PLUS, INC.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## CONTINUING GUARANTY

The undersigned ("Guarantor") makes this continuing guaranty (this "Guaranty") for the benefit of Credit Plus, Inc., and its successors and assigns, in consideration of CPI's agreement with User named and signing the User Service Agreement between CPI and the User (the "User Service Agreement") to extend credit to User for the purpose of purchasing credit reports and other products and services in accordance with the User Service Agreement. Guarantor represents that by reason of his or her ownership or other significant interest in User, he or she will obtain significant benefits from the extension of credit to User by CPI under the User Service Agreement, and recognizing that CPI would not extend such credit to User absent this guaranty, the Guarantor hereby personally guarantees and promises to pay to CPI when due all indebtedness to CPI that User has incurred, does now incur, or hereafter incurs for products and services under the User Service Agreement as in effect from time to time (including under all exhibits and addendums to such agreement), and such indebtedness includes, without limitation, all fees, late charges, collection expenses, and attorney fees, whether at trial, appeal, and/or any bankruptcy proceeding (together, "Guaranteed Obligations"). For purposes of this Guaranty, the term "bankruptcy proceeding" includes all actions and proceedings under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute, whether now existing or later enacted, and all similar proceedings. The liability of the Guarantor under this Guaranty shall continue until payment of all Guaranteed Obligations and all other amounts owed by Guarantor under this Guaranty have been paid in full. This Guaranty is one of payment due and not of collection, and is unconditional, and the obligations of Guarantor under this Guaranty are absolute and irrevocable and are primary not secondary. Words of "guarantee" contained herein in no way diminish or impair the absolute liability hereby created. CPI may, at its option, proceed in the first instance against the Guarantor to collect the Guaranteed Obligations without first proceeding against User, and Guarantor waives all rights, by statute or otherwise, to require CPI to institute suit against User or to exercise diligence in enforcing the User Service Agreement against User or this Guaranty against the Guarantor.

To the maximum extent permitted under applicable law, Guarantor hereby waives: (a) acceptance of this Guaranty, (b) demand, notice of dishonor, presentment for payment, protest and notice of protest, and of non-performance on any or all Guaranteed Obligations, and (c) all surety and other defenses legally available to Guarantor (including, without limitation, subrogation, cross-claim, counterclaim, reimbursement, subordination, setoff, exoneration, statute of limitations, changes to or assignment of the User Service Agreement or the Guaranteed Obligations). Guarantor agrees to: (i) all extensions, modifications, and changes to, and renewals of, the User Service Agreement (and all exhibits and addendums thereto), (ii) all extensions, accelerations, and other changes in the time for, or the amount of, any payment provided in the User Service Agreement and any other terms or provisions thereof, and (iii) termination of the User Service Agreement by either party thereto, and Guarantor further agrees that none of the foregoing shall affect any of Guarantor's obligations under this Guaranty.

This Guaranty shall remain in full force and effect notwithstanding any action taken or suffered by User under any bankruptcy proceeding, or the disaffirmation of the User Service Agreement in any action under any such proceeding or otherwise. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, administrators, personal and legal representatives and successors and assigns and shall inure to the benefit of CPI and its successors and assigns. CPI may, without notice, assign this Guaranty, the User Service Agreement, or any amounts or payments hereunder or thereunder, in whole or part.

In the event of non-payment amount owed by Guarantor under this Guaranty, Guarantor personally agrees to pay all of CPI's collection costs, whether or not litigation is instituted, including, without limitation, CPI's reasonable attorney's fees and costs of suit (whether at trial, on appeal, and/or in any bankruptcy proceeding), and all other collection costs. In the event that Guarantor fails to pay any amount owed under this Guaranty when due, the unpaid amount will bear interest at the rate of the lesser of 1.5% per month and the maximum amount permitted under applicable law, until paid in full. This Guaranty shall be interpreted in accordance with the laws of the state of Maryland, without reference to its principles of conflict of laws. Guarantor irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in Wicomico County Salisbury, Maryland, with respect to all disputes in connection with this Guaranty.

**Guarantor authorizes Guarantor's and/or User's creditors, references and other persons having information on either of them (including companies, governmental agencies, and all other sources) to release to CPI all information concerning Guarantor and/or User that CPI deems pertinent, including, without limitation, data on current and previous credit history, whether the name of Guarantor and/or User appears on any list maintained by the Office of Foreign Assets Control ("OFAC Lists"), and on all other matters. Guarantor also authorizes and instructs CPI to obtain credit reports, OFAC List information, and all other information on Guarantor and/or User to the extent CPI deems appropriate. Each of these authorizations is made by Guarantor on behalf of both Guarantor and User, and each is a continuing authorization that permits CPI to obtain such information at any time or times so long as this Guaranty or the User Service Agreement is in effect or any Guaranteed Obligations are outstanding.**

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## APPENDIX "B"

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

**All users subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, [www.ftc.gov/credit](http://www.ftc.gov/credit). Persons not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website at [www.ftc.gov/credit](http://www.ftc.gov/credit). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

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

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

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

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

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

initiated by the consumer. Section 604(a)(3)(F)(i)

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

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

### **B. Users Must Provide Certifications**

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

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

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

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

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

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

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

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

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

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

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

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

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

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

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

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at [www.ftc.gov/credit](http://www.ftc.gov/credit).

## II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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

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

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

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

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

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

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

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

### B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or

electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

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

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

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

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

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

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

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

## VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

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

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

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at [www.ftc.gov/credit](http://www.ftc.gov/credit).

## VIII. OBLIGATIONS OF RESELLERS

### A. Disclosure and Certification Requirements

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

- . • Disclose the identity of the end-user to the source CRA.
- . Identify to the source CRA each permissible purpose for which the report will be
- .furnished to the end-user.
- . • Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - .(1) the identity of all end-users;
  - .(2) certifications from all users of each purpose for which reports will be used;
  - .and
  - .(3) certifications that reports will not be used for any purpose other than the

purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

## **B. Reinvestigations by Resellers**

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

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

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

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

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

**The FTC's Web site, [www.ftc.gov/credit](http://www.ftc.gov/credit), has more information about the FCRA, including publications for businesses and the full text of the FCRA.**

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

Section 602 Section 603 Section 604 Section 605 Section 605A Section 605B Section 606 Section 607 Section 608 Section 609 Section 610 Section 611 Section 612 Section 613 Section 614 Section 615 Section 616 Section 617 Section 618 Section 619 Section 620 Section 621 Section 622 Section 623 Section 624 Section 625 Section 626 Section 627 Section 628 Section 629 15 U.S.C. 1681 15 U.S.C. 1681a 15 U.S.C. 1681b 15 U.S.C. 1681c 15 U.S.C. 1681cA 15 U.S.C. 1681cB 15 U.S.C. 1681d 15 U.S.C. 1681e 15 U.S.C. 1681f 15 U.S.C. 1681g 15 U.S.C. 1681h 15 U.S.C. 1681i 15 U.S.C. 1681j 15 U.S.C. 1681k 15 U.S.C. 1681l 15 U.S.C. 1681m 15 U.S.C. 1681n 15 U.S.C. 1681o 15 U.S.C. 1681p 15 U.S.C. 1681q 15 U.S.C. 1681r 15 U.S.C. 1681s 15 U.S.C. 1681s-1 15 U.S.C. 1681s-2 15 U.S.C. 1681t 15 U.S.C. 1681u 15 U.S.C. 1681v 15 U.S.C. 1681w 15 U.S.C. 1681x 15 U.S.C. 1681y

## **Appendix "C"**

### **Businesses That Cannot Be Provided Information**

- Adult entertainment service of any kind
- Business that operates out of an apartment or unrestricted location within a residence (unless approved by repository)
- Attorneys or Law Offices of any type
- Bail bondsman
- Check cashing
- Credit counseling
- Credit repair clinic
- Dating service
- Financial counseling
- Genealogical or heir research firm
- Massage services
- Company that locates missing children
- Pawn shop
- Private detectives, detective agencies or investigative companies
- Individual seeking information for their private use
- Company that handles third party repossession
- Company or individual involved in spiritual counseling
- Subscriptions (magazines, book clubs, record clubs, etc.)
- Tattoo service
- Insurance Claims
- Internet Locator Services
- Asset Location Services
- Future Services (i.e., health clubs, timeshare, continuity clubs, etc.)
- News Agencies or journalists
- Law Enforcement (except for employment screening)
- Any company or individual who is known to have been involved in credit fraud or other unethical business practices
- Companies listed on repository alert report notifications

## APPENDIX D-1 Equifax Requirements

Customer, in order to receive consumer credit information from Equifax Information Services, LLC, through CPI 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 CPI 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 CPI and required by Equifax. CPI 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. Subscriber, if a government agency, certifies it will order and use Limited-ID or Limited DTEC in connection with the following purposes involving the subject and for no other purpose: (y) pursuant to FCPI 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 FCPI, 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 FCPI and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Subscribers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports. 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. If Equifax terminates this Agreement due to the conditions in the preceding sentence, Subscriber (i) unconditionally releases and agrees to hold EQUIFAX harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against Equifax in connection with such termination.

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

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 CPI 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 CPI 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 CPI 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 CPI 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 CPI, which is responsible for paying Equifax for such information; however, should the underlying relationship between CPI 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 Subscriber who maintains consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. Reasonable measures include (1) implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed; (2) implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed; and (3) after due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as consumer information, in a manner consistent with the above.

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 duly and fully perform its obligations under this Agreement, the denial of service to Customer by Equifax, the 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 SUBSCRIBER.

## APPENDIX D-2 Additional Equifax Information Services

This Appendix D-2 supplements the service agreement ("Agreement") under which Customer receives, as part of its service from CPI, 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 the service(s) so selected.

\_\_\_\_\_ BEACON

\_\_\_\_\_ Pinnacle K

\_\_\_\_\_ SafeScan

\_\_\_\_\_ PERSONA

**1- BEACON<sup>SM</sup>** - 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<sup>SM</sup>** - 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.

FCPI 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.

## APPENDIX E

### 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 CPI 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 CPI and required by Experian. CPI 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 CPI 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 CPI 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 CPI prior to any such discontinuance.

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

4. 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 CPI 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 CPI 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.

5. 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.

6. 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.

7. 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.

8. 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.

## **APPENDIX F**

### **Trans Union Requirements**

Customer, in order to receive consumer credit information from Trans Union, LLC, through CPI, 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 CPI 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 hereby agrees to comply with all current and future policies and procedures instituted by CRA and required by Trans Union. CPI 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 is not a reseller of the information, a private detective, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of an apartment, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Trans Union.

3. 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 CPI 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 CPI 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.

4. 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.

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

**APPENDIX G**  
**TRANS UNION REQUIREMENTS**  
**REGARDING CREDIT SCORING SERVICES**  
**CLASSIC<sup>sm</sup> CREDIT RISK SCORE SERVICES**

(Required Terms for Addendum to Subscriber Agreement for  
Consumer Reports between Reseller and its Customer)

1. Based on an agreement with Trans Union LLC ("Trans Union") and Fair Isaac Corporation ("Fair Isaac") ("Reseller Agreement"), CPI 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. Customer, 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. Customer has previously represented and now, again represents that it is a \_\_\_\_\_ 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. Customer certifies that it will request Classic Scores pursuant to procedures prescribed by CPI from time to time only for the permissible purpose certified above, and will use the Classic Scores obtained for no other purpose.
5. Customer will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
6. Customer 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, CPI may, upon its election, discontinue serving the Customer and cancel this Agreement, in whole or in part (e.g., the services provided under this Addendum only) immediately.
8. Customer 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 Customer 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. Customer 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 Customer intends to provide Classic Scores to any agent, Customer may do so provided, however, that Customer first enters into a written agreement with such agent that is consistent with Customer's obligations under this Agreement. Moreover, such agreement between Customer 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 Customer 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. Customer 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. Customer 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 Customer for any claim, injury or damage suffered directly or indirectly by Customer 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 Customer'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 CUSTOMER, 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 CUSTOMER'S BREACH, DIRECTLY OR THROUGH CUSTOMER'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 CUSTOMER 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 Customer; (2) in the event the agreement(s) related to Classic between Trans Union, Fair Isaac and CRA are terminated or expire; (3) in the event the requirements of any law, regulation or judicial action are not met, (4) as a result of changes in laws, regulations or regulatory or judicial action, that the requirements of any law, regulation or judicial action will not be met; and/or (5) the use of the Classic Service is the subject of litigation or threatened litigation by any governmental entity.

**APPENDIX "H"**  
**State Compliance Matters**  
**California Retail Seller**

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Customer under the following circumstances: (a) if Customer is a "retail seller" (defined in part by California law as "a person engaged in the business of selling goods or services to retail buyers") and is selling to a "retail buyer" (defined as "a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale") and a consumer about whom Customer is inquiring is applying, (b) in person, and (c) for credit. Under the foregoing circumstances, Equifax, before delivering a consumer report to Customer, must match at least three (3) items of a consumer's identification within the file maintained by Equifax with the information provided to Equifax by Customer in connection with the in-person credit transaction. Compliance with this law further includes Customer's inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer's presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Customer is a "retail seller," Customer certifies that it will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. If Customer is not currently, but subsequently becomes a "retail seller," Customer agrees to provide written notice to Equifax prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Section, and with the specific certifications set forth herein.

Customer certifies that, as a "retail seller," it will either (a) acquire a new Customer number for use in processing consumer report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new Customer number will require that Customer supply at least three items of identifying information from the applicant; or (b) contact Customer's Equifax sales representative to ensure that Customer's existing number is properly coded for these transactions.

**APPENDIX I**  
**Equifax Requirement**  
**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") 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.

Customer: \_\_\_\_\_

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

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: \_\_\_\_\_

**Customer: Maintain a copy for your records. CRA: Return the fully executed Vermont Fair Credit Reporting Contract Certification by fax or mail to:**

**Equifax Information Services LLC FAX - (770) 752-1298**  
**1550 Peachtree Street NW Customer Accounts - M/D**  
**J11A Atlanta, Georgia 30309**

## 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.

## Appendix "J" Access Security Requirements

**Customer agrees to take precautions to secure its systems used to access consumer credit information pursuant to this Agreement. To that end, the following requirements have been established:**

**A. The subscriber code and password must be protected in such a way that this sensitive information is known only to key personnel. Under no circumstances should unauthorized persons have knowledge of the subscriber password. The information should not be posted in any manner within the facility.**

**B. Any system access software used must have the code and password "hidden" or embedded so that the password is known only to supervisory personnel. Each user of the system access software must then be assigned unique logon passwords.**

**C. The subscriber code and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee.**

**D. The ability to obtain credit information must be restricted to a few key personnel.**

**E. Any terminal device used to obtain credit information should be placed in a secure location within the facility. Access to the devices should be difficult for unauthorized persons.**

**F. Any devices/systems used to obtain consumer reports should be turned off and locked after normal business hours, when unattended by your key personnel.**

**G. Hard copies and electronic files of consumer reports are to be secured within the facility and protected against release or disclosure to unauthorized persons.**

**H. Hard copy consumer reports are to be shredded or destroyed, rendered unreadable, when no longer needed and when it is permitted to do so by applicable regulations(s).**

**I. Electronic files containing consumer report data and/or information will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable regulation(s).**

Both Customer and CRA, pursuant to the Gramm-Leach-Bliley Safeguards Rule, shall independently establish safeguard standards to (1) insure the security and confidentiality of customer information, (2) protect against any anticipated threats or hazards to the security or integrity of such information, and (3) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customers of End User.

### **Trans Union Requires a Separate Letter of Intent**

The Letter of Intent must be on the Customer's company letterhead and must be signed by an officer, owner or authorized manager of the company. The Letter of Intent must include, at a minimum, the following information (in the End User's own words):

- The nature of its business
- Its intended use for the services
- Its anticipated monthly volume
- Intent as to whether it anticipates its access to be primarily local, regional, or national

#### **Example Letter:**

November 20, 2006

Credit Plus Inc.  
31550 Winterplace Parkway  
Salisbury, MD 21804

Attention: Compliance Department

To Whom It May Concern:

This letter serves as notice of our intention to do business with your company. Priority Information Services is licensed in all 50 states to originate mortgage home loans for our borrowers. We will be using the credit reports and supporting data to qualify our customers in securing financing for said purpose.

Priority Information Services has 520 branches and supports over 1400 Loan officers in 50 states. Our monthly volume in credit reports and ancillary products and services should exceed \$25,000 per month. Our scope of access will be local, regional, and national.

Sincerely submitted

Brandt Cooper  
President / CEO