

## **ADDENDUM B**

### **PROHIBITED BUSINESS LIST**

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

# **ADDENDUM C**

## **NOTICE TO USERS OF CONSUMER REPORTS**

### **OBLIGATIONS OF USERS UNDER THE FAIR CREDIT REPORTING ACT**

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

The federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. This first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet web site (<http://www.ftc.gov>).

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

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

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1).
- As instructed by the consumer in writing. Section 604(a)(2).
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A).
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b).
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C).
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i).
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii).
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D).
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E).
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5).

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

**B. Users Must Provide Certifications.** Section 604(f) of the FCRA prohibits any person from

obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA (by a general or specific certification, as appropriate) the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

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

**Adverse Actions Based on Information Obtained From a CRA.** If a user takes any type of adverse action that is based at least in part on information contained in a consumer report, the user is required by Section 615(a) of the FCRA to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

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

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

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

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain prior written authorization from the consumer.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b)(1)(B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.)

## **III. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS**

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews. Consumers who are the subjects of such reports are given special rights under the

FCRA. If a user intends to obtain an investigative consumer report, Section 606 of the FCRA requires the following:

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

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

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

## **ADDENDUM D**

### **END-USER CERTIFICATION TO CIC CREDIT**

**REQUIRED FOR REQUESTING CONSUMER REPORTS FOR  
EMPLOYMENT OR RENTAL SCREENING PURPOSES**

#### **End-User Certification to CIC Mortgage Credit, Inc.**

#### **Required to Request Consumer Reports for Employment or Rental Screening Purposes**

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

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

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

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

document "Summary of Consumer's Rights under the FCRA," which is attached hereto.

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

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

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

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

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

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

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

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

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

**You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.

**You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identity theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

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

**You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

**You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.

**Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

**Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

**Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

**You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

**You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

**Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

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

<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
<p>1.</p> <ul style="list-style-type: none"> <li>a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</li> <li>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB.</li> </ul>	<ul style="list-style-type: none"> <li>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</li> <li>b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</li> </ul>
<p>2. To the extent not included in item 1 above:</p> <ul style="list-style-type: none"> <li>c. National banks, federal savings associations and federal branches and federal agencies of foreign banks.</li> <li>d. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</li> <li>e. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations.</li> <li>f. Federal Credit Unions.</li> </ul>	<ul style="list-style-type: none"> <li>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</li> <li>b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480</li> <li>c. FDIC Consumer Response Center 1100 Walnut St., Box #11 Kansas City, MO 64106</li> <li>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</li> </ul>
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area Supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8 <sup>th</sup> Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357

**\*SAMPLE Authorization Notice**

**As the user of consumer reports, it is your responsibility to comply with all applicable federal, state and local laws governing this area. It is strongly recommended that you consult with an attorney prior to using this disclosure in order to ensure compliance.**

**ACKNOWLEDGMENT AND AUTHORIZATION FOR CONSUMER REPORTS**

In connection with your application for employment (including contract for services), with **Company**, you understand that consumer reports or investigative consumer reports may be requested about you including information about your character, general reputation, personal characteristics and mode of living, employment record, education, qualifications, criminal record, driving record, credentials, and/or credit and indebtedness, and may involve personal interviews with sources such as supervisors, friends, neighbors, associates, public record or various Federal, State, or Local agencies. A consumer report containing injury and/or medical information may be obtained after a tentative offer of employment has been made.

You hereby authorize the obtaining of such consumer reports and investigative consumer reports at any time after receipt of this authorization. By signing below, you hereby authorize without reservation, any party or agency contacted by this employer, or the consumer reporting agency acting on behalf of the employer, to furnish the above mentioned information. You further authorize ongoing procurement of the above mentioned reports at any time during your continued employment or contract for services. You also agree that a fax or photocopy of this authorization with your signature shall be accepted with the same authority as the original.

**For California, Minnesota or Oklahoma applicants only:** If you would like to receive a copy of the consumer report, if one is obtained, please check this box  If checked and you are a California applicant, a copy of the consumer report will be sent within three (3) days of the employer receiving a copy of the consumer report.

**For California applicants only:** If public record information is obtained without using a consumer reporting agency, you will be supplied a copy of the public record information within seven (7) days of the employer's receipt unless you check this box waiving your right to obtain a copy of the report.

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

Date: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Current Address: \_\_\_\_\_ State : \_\_\_\_\_

**ADDENDUM E**  
**CALIFORNIA CIVIL CODE- SECTION 1785.14(a)**

**END USER CERTIFICATION OF COMPLIANCE**  
**California Civil Code – Section 1785.14(a)**

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

- (1) If prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name.
- (2) If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail.
- (3) If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the perspective user verifies any address change by, among other methods, contacting the person to who the extension of credit will be mailed.

In compliance with Section 1785.14(a) of the California Civil Code, End User hereby certifies to CIC Credit, Inc. ("CIC Credit") as follows: (Please check)

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

End User also certifies that if End User is a Retail Seller who conducts Point of Sale transactions, End User will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. End User also certifies that it will only use the appropriate End User code number designated by CIC Credit for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller. If End User is not a Retail Seller who issues credit in Point of Sale transactions, End User agrees that if it, at any time hereafter, becomes a Retail Seller who extends

credit in Point of Sale transactions, End User shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.

## **ADDENDUM F**

### **VERMONT FAIR CREDIT REPORTING ACT CERTIFICATION**

(Required for Consumer Reports Concerning Vermont Residents)

#### **VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION**

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

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

Client:

Signed by:

Printed Name and Title:

Account Number:

Date:

#### **Please also include the following information:**

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name:

Title:

Mailing Address:

E-Mail Address:

Phone: \_\_\_\_\_ Fax:

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

**§ 2480e. Consumer consent**

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

**VERMONT RULES \*\*\* CURRENT THROUGH JUNE 1999 \*\*\***

**AGENCY 06. OFFICE OF THE ATTORNEY GENERAL**

**SUB-AGENCY 031. CONSUMER PROTECTION DIVISION**

**CHAPTER 012. Consumer Fraud-Fair Credit Reporting**

**RULE CF 112 FAIR CREDIT REPORTING**

**CVR 06-031-012, CF 112.03 (1999)**

**CF 112.03 CONSUMER CONSENT**

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

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

## **ADDENDUM G**



CIC Mortgage Credit, Inc.

Information Security Policy and  
Access Security Requirements

## **1.0 Overview**

Effective security is a team effort involving the participation and support of CIC Mortgage Credit, Inc. (“CIC”) and every customer, including its employees, agents, officers, directors, owners, and contractors who have access to CIC’s systems and products (“Subscribers”). CIC’s Management has approved this Information Security Policy (“Policy”). It is each Subscriber’s responsibility to fully understand its obligations and responsibilities under this Policy, the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. (“FCRA”), and any other federal or state statutes and regulations that apply to the services and products CIC provides, and to conduct its activities accordingly. CIC respects the privacy of the consumers whose information is contained in the credit histories and other products and services we offer to our customers and is committed to protecting such information.

CIC’s information security measures are designed to reduce unauthorized access to consumer information. It is each Subscriber’s responsibility to implement these controls. If any Subscriber does not understand these requirements or needs assistance, it is the Subscriber’s responsibility to employ an outside service provider to assist it. Capitalized terms used herein have the meaning given in this document. The information provided in this Policy provides minimum baselines for information security. CIC, on behalf of itself and the credit reporting agencies from which it receives consumer information, has the right to modify this Policy without notification.

The Internet/Extranet-related systems, including but not limited to computer software, operating systems, storage media, network accounts providing electronic mail, and electronic storage capabilities are CIC’s exclusive property. These systems are to be used for business purposes in serving CIC’s interests, and of our customers in the course of our normal operations.

## **2.0 Purpose**

The purpose of this Policy is to outline CIC’s Information Security Policy, the acceptable use of computer equipment and to establish the standards for the use of personally identifiable information used by CIC, CIC’s service providers and Subscribers. These rules are in place to protect the Subscribers, CIC, and the consumers whose personally identifiable information is being used. Inappropriate use or violations of these rules may also result in immediate termination of providing products or services for the Subscriber or other appropriate actions.

## **3.0 Scope**

This Policy applies to each Subscriber’s employees, officers, directors, owners, contractors, consultants, temporary employees, and all personnel affiliated with Subscribers. This policy applies to all of CIC’s equipment that is owned or leased and all devices that connect to CIC’s network.

This Policy applies to information or data stored or shared via any means including electronic information, information on paper, and information shared verbally or visually (such as telephone, whiteboards and video conferencing). This Policy requires specific behavior by Subscribers when dealing with personally identifiable or sensitive data.

This Policy applies to all Subscribers who are given access to credit information or other sensitive and personally identifiable consumer information, regardless of the source of such information.

CIC’s personnel and Subscribers are encouraged to use their best judgment in always protecting credit information and other sensitive and personally identifiable information such as Social

Security numbers, credit card or other account numbers, drivers' license numbers or other sensitive information. Appropriate protection may exceed the minimum required by this Policy.

## **4.0 Policy**

### **A. General Use**

1. Subscribers should be aware that the data they create for personal or business use on the corporate network remains CIC's property. Because of the need to protect CIC's network, management cannot guarantee the confidentiality of information stored on or transmitted through any network device belonging to CIC.
2. Any information that CIC or the Subscribers consider sensitive or vulnerable should be encrypted.
3. For security and network maintenance purposes, authorized individuals within CIC may monitor equipment, systems and network traffic at any time.
4. CIC reserves the right to audit Subscriber's networks and systems on a periodic basis to ensure compliance with this policy and these guidelines.
5. Consumer information offered by or through CIC must be used appropriately and for specific purposes. Subscribers will not obtain any credit or other consumer information on themselves, their associates, or any other person except in the exercise of their official duties.
6. CIC requires that its Subscribers have a "permissible purpose" under the FCRA before ordering consumer report information. A permissible purpose includes the following:
  - a. The Subscriber intends to use the information as a potential investor, servicer, or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.
  - b. The Subscriber has a legitimate business need in connection with a business transaction that is initiated by the consumer.
  - c. The Subscriber intends to use the information in connection with written instructions of the consumer to whom it relates.
  - d. The Subscriber intends to use the information in connection with a collection transaction involving the consumer for the collection of an account of the consumer.
  - e. The Subscriber intends to use the information in response to an agency administering a state plan under Section 454 of the Social Security Act (42 U.S.C. 654) for use to set an initial or modified child support awarded.
  - f. The Subscriber intends to use the information in accordance with written instructions of the consumer through a reseller.
  - g. The Subscriber intends to use the information in response to a request by the head of a state or local child support enforcement agency (or a state or local government official authorized by the head of such an agency) that has met all requirements of Section 604(a) (4) (A-D).

- h. The Subscriber intends to use the information in connection with a credit transaction involving the consumer and for the extension of credit or review or collection of an account of the consumer.
- i. The Subscriber intends to use the information in connection with employment purposes.
- j. The Subscriber intends to use the information in connection with a determination of eligibility for a license or other benefit granted by a governmental instrument required by law to consider financial responsibility or status.
- k. The Subscriber intends to use the information in connection with the underwriting of insurance.
- l. The Subscriber intends to use the information in connection with the review of existing policy holders for insurance underwriting purposes.
- m. The Subscriber intends to use the information in connection with a legitimate business need to review an account to determine whether the consumer continues to meet the terms of the account.
- n. The Subscriber intends to use the information in response to the order of a court having jurisdiction or a subpoena issued by a federal grand jury.
- o. The Subscriber intends to use the information in connection with a tenant screen application involving the consumer.
- p. The information will be used by a governmental agency pursuant to FCRA Section 608.
- q. The Subscriber intends to use the information to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- r. The Subscriber intends to use the information for required institutional risk control or for resolving consumer disputes or inquiries.
- s. The Subscriber intends to use the information in connection with holding a legal or beneficial interest relating to the consumer.
- t. The Subscriber intends to use the information for law enforcement agencies or for an investigation on a matter related to public safety.
- u. The Subscriber intends 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, investigating, fraud prevention, premium payment processing, claim processing, benefit administration or research projects.
- v. The Subscriber intends to use the information in connection with persons acting in a fiduciary or representative capacity on behalf of, and with the consent of, the consumer.
- w. The Subscriber intends to use the information as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, including location for collection of a delinquent note.

- x. The Subscriber intends to use the information in conjunction with access to a commercial file on a sole proprietorship.
- y. The Subscriber intends to use the information in conjunction with access to a commercial file on a corporation, where specific consumer consent is given.
- z. The Subscriber intends to use the information in conjunction with a credit transaction involving the extension of credit to, or review or collection of an account of, the consumer, where the medical information to be furnished is relevant to process or effect the transaction, and specific consumer consent was provided for the furnishing of the consumer report that describes the use of the consumer report that describes the use of which the medical information will be furnished.
  - aa. The Subscriber intends to use the information in conjunction for employment purposes, where the medical information to be furnished is relevant to process or effect the transaction, and specific consumer consent was provided for the furnishing of the consumer report that describes the use for which the medical information will be furnished.
  - bb. The Subscriber intends to use the information in connection with the underwriting of insurance and specific consumer consent was given for the release of the medical information contained within the consumer report.

## B. **Security of Information**

1. All devices connecting to CIC's network must comply with all appropriate policies and standards.
2. The Subscriber must take all necessary steps to prevent unauthorized access to CIC's data, as well as to any personally identifiable or other sensitive information related to consumers or credit histories, or otherwise contained in any of CIC's products or services.
3. Subscribers must request a separate, unique user ID for each user to enable individual authentication and accountability for access to CIC's information. Each user of the system access software must also have an unique log-on password.
4. All passwords must be kept secure and may not be shared. Accounts may not be shared. Account numbers and passwords should be known only by supervisory or key personnel. The number of key personnel who have access to consumer information should be restricted. Subscribers are responsible for the security of their passwords and account.
5. Passwords must be changed every ninety days. The Subscriber must request that its passwords be changed immediately when any system access software is replaced by system access software or is no longer used; and the hardware on which the software resides is upgraded, changed or discarded.
6. Subscriber and its authorized users shall develop strong passwords that are not easily determined (i.e. the name of the Subscriber's company, repeating or consecutive numbers and letters) and contain a minimum of eight (8) alpha/numeric

characters for standard user accounts. CIC will never contact a Subscriber and request its Subscriber Code number or password.

7. All PCs, laptops and workstations must be secured with a password-protected screensaver with the automatic activation feature set at 10 minutes or less, or by logging off when the device will be unattended.
8. Subscriber must encrypt all consumer data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum, or such other requirements as may be required by applicable laws and regulations.
9. Peer-to-peer file sharing may not be enabled for those with access to CIC's system and information.
10. Laptops must be properly secured or placed in a locked drawer or cabinet.
11. Personally identifiable or other sensitive information related to consumers or credit histories must never be saved to a computer hard drive.
12. All paper files containing sensitive or personally identifiable information shall be kept secure and not left on a desk or in an open file cabinet or drawer while unattended. All such paper files and documents must be properly secured or placed in a locked drawer or cabinet. They shall not be left on desks overnight unless the desk is located in a room that can be securely locked. Sensitive information such as credit histories, Social Security numbers, drivers' license numbers or similar information shall always be placed in a locked drawer or cabinet and shall never be left on desks overnight.
13. All devices used by the Subscriber that are connected to CIC's network must use the most up-to-date anti-virus and anti-spyware software.
14. Subscriber must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code.

## C. **Security of Information Systems**

1. Subscriber must keep operating system(s), firewalls, routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
2. Subscriber must configure infrastructure such as firewalls, routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
3. Subscriber's internal private internet protocol (IP) addresses must not be publicly accessible or natively routed to the internet, and network address translation (NAT) technology should be used.
4. Subscriber's administrative access to firewalls and servers must be performed through a secure internal wired connection only.

5. Subscriber's stand-alone computers that directly access the internet should have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports, services and network traffic.
6. Subscriber should encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
7. Subscriber should disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.
8. Subscriber must implement and follow current best security practices for computer virus detection scanning services and procedures, including:
  - a. Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
  - b. If Subscriber suspects an actual or potential virus, it must immediately cease accessing CIC's system and shall not resume the inquiry process until the virus has been eliminated.
  - c. On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
9. Subscriber must implement and follow current best security practices for computer anti-spyware scanning services and procedures, including:
  - a. Using, implementing and maintaining a current anti-Spyware scanning product on all computers, systems and networks.
  - b. If you suspect an actual or potential breach due to Spyware, immediately cease accessing the system and do not resume the inquiry process until the threat has been eliminated.
  - c. Keeping anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If Subscriber's computers have unfiltered or unblocked access to the Internet, then anti-Spyware scans should be completed more frequently than weekly.
10. Subscriber should perform regular tests on its information systems (port scanning, virus scanning, vulnerability scanning).

## **5.0 Access to CIC's Information**

- A. CIC grants access to its information and resources for permissible purposes only.
- B. CIC determines authorized access in its sole discretion.
- C. Subscriber must ensure that all consumer information and other sensitive information must be physically maintained to minimize unintentional disclosure, alteration or loss.
- D. Subscriber should develop and follow a security plan to ensure that the confidentiality and integrity of data is protected throughout its entire information lifecycle (from

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.) by:

1. Keeping documents and information from unauthorized view.
2. Prohibiting documents from being left unattended on desks.
3. Storing documents and media in locked drawers and cabinets.
4. Physically locking computers when not in use, and lock screens when not in use.
5. Protecting all materials from loss or theft, and all other reasonable protections based on Subscriber's best judgment.
6. Never sharing sensitive or confidential information with another individual (including another employee of Subscriber) unless the Subscriber has previously verified that the individual is authorized and has a business need for access to the information.
7. Destroying sensitive documents and confidential personal information when no longer needed. Proper destruction methods prevent simple recovery by electronic means such as "undelete" utilities or physical means such as "dumpster diving." CIC, all CIC employees and all Subscribers shall comply with the Federal Trade Commission's Final Rule on the Disposal of Consumer Report Information and Records, 16 C.F.R. Part 682.
8. Establishing processes and procedures for responding to security violations, unusual or suspicious events and reporting all information security breaches to CIC within 24 hours of the Subscriber learning of the breach.
9. Implementing and maintaining ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within Subscriber's organization.

## **6.0    Subscriber Responsibilities**

This section is an attempt to summarize some of the main responsibilities for Subscribers. It is by no means complete, and each Subscriber should refer to individual policies or to CIC if it is unsure as to its responsibility in a particular area.

### A.    Each Subscriber:

1. Shall be responsible for all computer transactions that are made with Subscriber's User ID and password.
2. Shall not disclose passwords to others. Passwords must be changed immediately if it is suspected that third parties may have had access to them. Passwords should not be recorded where they may be easily obtained.
3. Will change passwords at least every 90 days.
4. Should use passwords that will not be easily guessed by others.
5. Shall Implement a process to terminate access rights immediately for users who access CIC's information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.

6. Should log out when leaving a computer for an extended period of time.
  7. Storage media should be stored out of sight when not in use. If the storage media contains sensitive or confidential data, it must be locked up.
  8. Storage media should be kept away from environmental hazards such as heat, direct sunlight, and magnetic fields.
  9. Disconnections, modifications or relocation of CIC's equipment is not to be performed by Subscriber's unless that is a part of their specific job duties.
  10. Any data containing personal consumer information shall not be removed from the Subscriber's office for any reason.
  11. Subscribers should exercise care to safeguard the valuable electronic access assigned to them. Subscribers who neglect this duty may be accountable to CIC for any loss or damage that may result.
- B. Privacy: Certain individuals may have access to Subscribers' private information. These individuals are required to protect the confidentiality and integrity of this information and may not disclose such information unless within the authorized performance of the individual's duties.
- C. CIC shall be responsible for the administration of access controls to all Subscriber's computer systems. CIC, or its designee, will process additions, deletions, and changes upon the written request from the Subscriber's supervisor or management. Deletions may be processed upon oral request prior to the reception of the written request.
- D. The confidentiality and integrity of data stored on the Subscriber's computer systems must be protected by access controls to ensure that only authorized users have access. This access shall be restricted to only those capabilities that are appropriate to each Subscriber's specific job duties.
- E. Subscriber's must notify CIC whenever a Subscriber's employee or agent with access to CIC's systems leaves the Subscriber's company or changes job position so that his/her access can be revoked or changed as appropriate. Involuntary terminations must be reported concurrently with the termination.

## **7.0 Enforcement**

Any Subscribers found to have violated this Policy or these Guidelines may be subject to disciplinary action, up to and including, termination of access to CIC's products and services or appropriate legal action.

## **8.0 Security Assessments and Audits**

- A. Periodic assessments and/or audits of the Subscriber's system security may be performed in CIC's sole discretion. These assessments and audits will include: (1) the identification of material internal and external risks to the security, confidentiality, and integrity of personal information that could result in the unauthorized disclosure, misuse, loss, alteration, destruction, or other compromise of such information; and (2) the assessment of the sufficiency of any safeguards in place to control these risks.

- B. The risk assessment must include, at a minimum,: (1) employee training and management; (2) information systems, including network and software design, information processing, storage, transmission, and disposal; and (3) prevention, detection, and response to attacks, intrusions or other systems failures.
- C. The design and implementation of reasonable safeguards to control the risks identified through risk assessment, and regular testing or monitoring of the effectiveness of the safeguards' key controls, systems and procedures.
- D. The evaluation and adjustment of the information security program in light of the results of the testing and monitoring.
- E. The evaluation and adjustment of the information security program in light of any material changes in operations or business arrangements.
- F. The evaluation and adjustment of the information security program in light of any other circumstances known or which CIC has reason to know may have a material impact on the effectiveness of Subscriber's information security program.
- G. These assessments or audits may be performed as necessary, but at least once annually. The audits happen randomly each quarter.

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

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

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

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

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

## **ADDENDUM H-1**

### **EQUIFAX REQUIREMENTS**

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

1. Customer hereby agrees to comply with all current and future policies and procedures instituted by CRA and required by Equifax. CRA will give Customer as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance as not within its best interest.
2. Customer certifies that it will order and use Limited-ID or Limited DTEC reports in connection with only one of the following purposes involving the subject of the report and for no other purpose: (a) to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability; (b) for required institutional risk control or for resolving consumer disputes or inquiries; (c) due to holding a legal or beneficial interest relating to the consumer; (d) as necessary to effect, administer, or enforce a transaction to underwrite insurance at the consumer's request, for reinsurance purposes or for the following purposes related to the consumer's insurance: account administration, reporting, investigation, fraud prevention, premium payment processing, claim processing, benefit administration or research projects; (e) to persons acting in a fiduciary or representative capacity on behalf of, and with the consent of, the consumer or (f) as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, including location for collection of a delinquent account. Customer, if a government agency, certifies it will order and use Limited-ID or Limited DTEC in connection with the following purposes involving the subject and for no other purpose: (y) pursuant to FCRA Section 608 or (z) for an investigation on a matter related to public safety. Customer further certifies that it will, with each Limited ID or Limited DTEC inquiry, include the Exception Code required by Equifax that identifies the use for which Customer is ordering the information, and that because Limited ID and Limited DTEC reports are **not** consumer reports Customer will not order or use Limited ID or Limited DTEC reports, in whole or in part, to determine eligibility for credit, insurance, or for any other permissible purpose, as defined by the FCRA, for which a consumer reporting agency is permitted to furnish a consumer report. Equifax may periodically conduct audits of Customer regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Customers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports. Customer gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Customer's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement notwithstanding Paragraph 6 above. If Equifax terminates this Agreement due to the conditions in the preceding sentence, Customer (i) unconditionally releases and agrees to hold EQUIFAX harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against Equifax in connection with such termination.
3. Customer certifies that it is not a 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 CRA to provide to Equifax, upon Equifax's request, all materials and information relating to its investigations of Customer and agrees that it will respond within the requested time frame indicated for information requested by Equifax regarding Equifax information. Customer understands that Equifax may require CRA to suspend or terminate access to Equifax's information in the event Customer does not cooperate with any such an investigation. Customer shall remain responsible for the payment for any services provided to Customer prior to any such discontinuance.
5. Equifax information will be requested only for Customer's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Customer agrees that Equifax information will not be forwarded or shared with any third party unless required by law or approved by Equifax. If approved by Equifax and authorized by the consumer, Customer may deliver the consumer credit information to a third party, secondary, or joint user with which Customer has an ongoing business relationship for the permissible use of such information. Customer understands that Equifax may charge a fee for the subsequent delivery to secondary users. Only designated representatives of Customer will request Equifax information on Customer's employees, and employees will be forbidden to obtain reports on themselves, associates or any other persons except in the exercise of their official duties. Customer will not disclose Equifax information to the subject of the report except as permitted or required by law, but will refer the subject to Equifax. Customer will hold Equifax and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of Equifax information by Customer, its employees or agents contrary to the conditions of this paragraph or applicable law.
6. Customer understands that it must meet the following criteria: (a) the Customer company name, including any DBA's, and the address on the Customer Application ("Application") and Agreement must match; (b) the telephone listing must be verified in the same company name and address that was provided on the Application and Agreement; (c) a copy of the current lease of the business must be reviewed by CRA to confirm the Customer is at the same address that is shown on the Application and Agreement, and the following pages of the lease must be reviewed for verification: the signature page; the address page; the terms of the lease page; landlord name and landlord contact information; (d) a copy of the principal's driver's license is required to verify the principal's

identity; (e) a current business license must be supplied, and reflect the same name and at the same address provided on the Application and Agreement. (Contact CRA for valid substitutions when a license is not required by the state), and (f) an on-site inspection of the office is to be conducted by an Equifax certified company. \*Note (c) and (d) are not required if the Customer is publicly traded on a nationally recognized stock exchange.

7. Customer will be charged for Equifax consumer credit information by CRA, which is responsible for paying Equifax for such information; however, should the underlying relationship between CRA and Customer terminate at any time during this agreement, charges for Equifax consumer credit information will be invoiced to Customer, and Customer will be solely responsible to pay Equifax directly.

8. Customer agrees that it will properly dispose of all consumer information in accordance with the following. As used herein, "consumer information" means any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data. "Dispose," "disposing," or "disposal" means: (1) the discarding or abandonment of consumer information, or (2) the sale, donation, or transfer of any medium, including computer equipment, upon which consumer information is stored. A Customer who maintains consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. Reasonable measures include (1) implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed; (2) implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed; and (3) after due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as consumer information, in a manner consistent with the above.

9. Customer agrees to hold harmless Equifax and its directors, officers, employees, agents, successors and assigns, from and against any and all liabilities, claims, losses, demands, actions, causes of action, damages, expenses (including, without limitation, attorney's fees and costs of litigation), or liability, arising from or in any manner related to any allegation, claim, demand or suit, whether or not meritorious, brought or asserted by any third party arising out of or resulting from any actual or alleged negligence or intentional act of Customer, whether or not any negligence of Equifax is alleged to have been contributory thereto, the failure of Customer to misuse or improper access to Equifax consumer credit information by Customer or the failure of Customer to comply with applicable laws or regulations. Customer further understands and agrees that the accuracy of any consumer credit information is not guaranteed by Equifax and releases Equifax from liability for any loss, cost, expense or damage, including attorney's fees, suffered by Customer resulting directly or indirectly from its use of consumer credit information from Equifax.

**10. EQUIFAX MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RESPECTING ACROPAC OR ANY OTHER MACHINERY, EQUIPMENT, MATERIALS, PROGRAMMING AIDS OR OTHER ITEMS UTILIZED BY CUSTOMER IN CONNECTION WITH OR RELATED TO, OR RESPECTING THE ACCURACY OF, ANY EQUIFAX CREDIT INFORMATION FURNISHED BY EQUIFAX TO ANY CUSTOMER.**

11. Fair Credit Reporting Act Certification. Customer certifies that it will order Equifax Information Services that are consumer reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Customer intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for one of the following permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or services, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (iv) when Customer otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the accounts; or (v) for employment purposes; provided, however, that CUSTOMER IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES UNLESS CUSTOMER HAS A SUBSCRIPTION TO THE EQUIFAXPERSONA SERVICE. Customer will use each consumer report ordered under this Agreement for one of the foregoing purposes and for no other purpose. It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as Equifax) under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." Equifax may periodically conduct audits of Customer regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Customers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports. Customer gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Customer's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement notwithstanding Paragraph 6 above. If Equifax terminates this Agreement due to the conditions in the preceding sentence, Customer (i) unconditionally releases and agrees to hold EQUIFAX harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against Equifax in connection with such termination.

## **ADDENDUM H-2**

### **ADDITIONAL EQUIFAX REQUIREMENTS**

This ADDENDUM H-2 supplements the service agreement ("Agreement") under which Customer receives, as part of its service from CRA, consumer credit report information available from Equifax Information Services LLC ("Equifax"). This Appendix contains additional information services available from Equifax, described below, that may be provided to Customer subject to the terms and conditions of the Agreement, and additional terms and conditions that apply to such additional information services. Customer's authorized representative must place his or her initials by each service listed below that Customer desires to receive. Customer agrees to abide by the additional terms and conditions that apply to all the services listed below.

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

**1- BEACON** - is a consumer report credit scoring service based on a model developed by Fair, Isaac and Equifax that ranks consumers in the Equifax consumer credit database relative to other consumers in the database with respect to the likelihood of those consumers paying their accounts as agreed ("Score").

**2. Pinnacle** - is a credit scoring algorithm developed by Fair, Isaac and Equifax that evaluates the likelihood that consumers will pay their existing and future credit obligations, as agreed, based on the computerized consumer credit information in the Equifax consumer reporting database.

(a) Disclosure of Scores. Customer will hold all information received from Equifax in connection with any Score received from Equifax under this Agreement in strict confidence and will not disclose that information to the consumer or to others except in accord with the following sentence or as required or permitted by law. Customer may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Customer's adverse action against the subject consumer. Customer must describe the principal factors in a manner which complies with Regulation B of the ECOA. (b) ECOA Statements. Equifax reasonably believes that, subject to validation by Customer on its own records, (1) the scoring algorithms used in the computation of the Score are empirically derived from consumer credit information from Equifax's consumer credit reporting database, and are demonstrably and statistically sound methods of rank ordering candidate records from the Equifax consumer credit database for the purposes for which the Score was designed particularly, and it is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system" as defined in Regulation B, with the understanding that the term "empirically derived, demonstrably and statistically sound," is defined only in a general manner by Regulation B, and has not been the subject of any significant interpretation; and (2) the scoring algorithms comprising the Score, except as permitted, do not use a "prohibited basis," as such phrase is defined in Regulation B. Customer must validate the Score on its own records. Customer will be responsible for meeting its requirements under the ECOA and Regulation B. (c) Release. Equifax does not guarantee the predictive value of the Score with respect to any individual, and does not intend to characterize any individual as to credit capability. Neither Equifax nor its directors, officers, employees, agents, subsidiary and affiliated companies, or any third-party contractors, licensors or suppliers of Equifax will be liable to Customer for any damages, losses, costs or expenses incurred by Customer resulting from any failure of a Score to accurately predict the credit worthiness of Customer's applicants or customers. In the event the Score is not correctly applied by Equifax to any credit file, Equifax's sole responsibility will be to reprocess the credit file through the Score at no additional charge. (d) Audit of Models. Customer may audit a sample of the Scores and principal factors and compare them to the anonymous underlying credit reports in accordance with Equifax's audit procedures. If the Scores and principal reasons are not substantiated by the credit files provided for the audit, Equifax will review programming of the model and make corrections as necessary until the Scores and principal reasons are substantiated by the audit sample credit reports. After that review and approval, Customer will be deemed to have accepted the resulting Score and principal factors delivered. It is Customer's sole responsibility to validate all scoring models on its own records and performance (e) Confidentiality. Customer will hold all Scores received from Equifax under this Agreement in strict confidence and will not disclose any Score to the consumer or to others except as required or permitted by law. Customer may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Customer's adverse action against the subject consumer. Customer must describe the principal factors in a manner which complies with Regulation B of the ECOA. Further, Customer acknowledges that the Score and factors are proprietary and that, except for (a) disclosure to the subject consumer if Customer has taken adverse action against such consumer based in whole or in part on the consumer report with which the Score was delivered or (b) as required by law, Customer will not provide the Score to any other party without Equifax's and Fair, Isaac's prior written consent. (f) Limited Liability. The combined liability of Equifax and Fair, Isaac arising from any particular Score provided by Equifax and Fair, Isaac shall be limited to the aggregate amount of money received by Equifax from Customer with respect to that particular Score during the preceding twelve (12) months prior to the date of the event that gave rise to the cause of action. (g) Adverse Action. Customer shall not use a Score as the basis for an "Adverse Action" as defined by the Equal Credit Opportunity Act or Regulation B, unless score factor codes have been delivered to Customer along with the Score.

#### **3. SAFESCAN®**

SAFESCAN is an on-line warning system containing information that can be used to detect possible fraudulent applications for credit. Some of the information in the SAFESCAN database is provided by credit grantors. SAFESCAN is a registered trademark of Equifax. Permitted Use. SAFESCAN is not based on information in Equifax's consumer reporting database and is not intended to be used as a consumer report. Customer will not use a SAFESCAN alert or warning message in its decision-making process for denying credit or any other FCRA permissible purpose, but will use the message as an indication that the consumer's application information should be independently verified prior to a credit or other decision. Customer understands that the information supplied by SAFESCAN may or may not apply to the consumer about whom Customer has inquired.

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

**5. North American Link**

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

## **ADDENDUM I-1**

### **EXPERIAN REQUIREMENTS**

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

1. Customer hereby agrees to comply with all current and future policies and procedures instituted by CRA and required by Experian. CRA will give Customer as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance as not within its best interest.
2. Customer agrees that Experian shall have the right to audit records of Customer that are relevant to the provision of services set forth in this Agreement and to verify, through audit or otherwise, that Customer is in compliance with applicable law and the provisions of this Agreement and is fact the end user of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity. Customer authorizes CRA to provide to Experian, upon Experian’s request, all materials and information relating to its investigations of Customer. Customer further agrees that it will respond within the requested time frame indicated for information requested by Experian regarding Experian consumer credit information. Customer understands that Experian may require CRA to suspend or terminate access to Experian information in the event Customer does not cooperate with any such an investigation or in the event Customer is not in compliance with applicable law or this Agreement. Customer shall remain responsible for the payment for any services provided to Customer by CIC prior to any such discontinuance.
3. Customer certifies that it is not a reseller of the information, a private detective agency, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, asset location service, a company engaged in selling future services (health clubs, etc.), news agency, business that operates out of an apartment or a residence, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision maker, unless approved in writing by Experian.
  - a. Customer agrees that it will maintain proper access security procedures consistent with industry standards and that if a data breach occurs or is suspected to have occurred in which Experian information is compromised or is potentially compromised, Customer will take the following action:
    - a. Customer will notify CRA within 24 hours of a discovery of a breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person. Further, Customer will actively cooperate with and participate in any investigation conducted by CRA or Experian that results from Customer’s breach of Experian consumer credit information.
    - b. In the event that Experian determines that the breach was within the control of Customer, Customer will provide notification to affected consumers that their personally sensitive information has been or may have been compromised. Experian will have control over the nature and timing of the consumer correspondence related to the breach when Experian information is involved.
    - c. In such event, Customer will provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one (1) year, in which the consumer’s credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft, from at least one (1) national consumer credit reporting bureau.
    - d. Customer understands and agrees that if the root cause of the breach is determined by Experian to be under the control of the Customer (i.e., employee fraud, misconduct or abuse; access by an unqualified or improperly qualified user; improperly secured website, etc.), Customer may be assessed an expense recovery fee.
4. Customer understands that if a change of control or ownership should occur, the new owner of the Customer business must be re-credentialed as a permissible and authorized Customer of Experian products and services. A third party physical inspection at the new address will be required if Customer changes location.
5. If Customer is an authorized residential customer the following additional requirements and documentation must be supplied: (a) Experian must be notified for tracking and monitoring purposes; (b) Customer must maintain a separate business phone line listed in the name of the business; (c) a separate subscriber code for Customer must be maintained for compliance monitoring; and (d) an annual physical inspection of the office is required by Experian, for which a reasonable fee may be required.
6. Customer agrees to hold harmless Experian and its agents from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable attorney’s fees, which may be asserted against or incurred by Experian, arising out of or resulting from the use, disclosure, sale or transfer of the consumer credit information by Customer, or Customer’s breach of this Agreement. Customer further understands and agrees that the accuracy of any consumer credit information is not guaranteed by Experian and releases Experian and its agents from liability for any loss, cost, expense or damage, including attorney’s fees, suffered by Customer resulting directly or indirectly from its use of consumer credit information from Experian.
7. Experian will not, for the fee charged for credit information, be an insurer or guarantor of the accuracy or reliability of the information. **EXPERIAN DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AND SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY EXPERIAN’S ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.**



## **ADDENDUM I-2**

### **EXPERIAN CREDIT SCORING**

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

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

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

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

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

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

## **ADDENDUM J-1**

### **TRANS UNION REQUIREMENTS**

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

1. Customer certifies that Customer shall use the consumer reports: (a) solely for the Subscriber’s certified use(s); and (b) solely for Customer’s exclusive one-time use. Customer shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Customer’s own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by Customer only to Customer’s designated and authorized employees having a need to know and only to the extent necessary to enable Customer to use the Consumer Reports in accordance with this Agreement. Customer shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.
2. Customer will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
3. Customer shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that Customer may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its Customer for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, Customer shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.
4. With just cause, such as violation of the terms of the Customer’s contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Customer’s agreement, Reseller may, upon its election, discontinue serving the Customer and cancel the agreement immediately.
5. Customer will request Scores only for Customer’s exclusive use. Customer may store Scores solely for Customer’s own use in furtherance of Customer’s original purpose for obtaining the Scores. Customer shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except (i) to those employees of Customer with a need to know and in the course of their employment; (ii) to those third party processing agents of Customer who have executed an agreement that limits the use of the Scores by the third party to the use permitted to Customer and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (iv) as required by law.
6. Customer hereby agrees to comply with all current and future policies and procedures instituted by CRA and required by Trans Union. CRA will give Customer as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance as not within its best interest.
7. Customer certifies that it is not a reseller of the information, a private detective, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of an apartment, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Trans Union.
8. Customer agrees that Trans Union shall have the right to audit records of Customer that are relevant to the provision of services set forth in this agreement. Customer authorizes CRA to provide to Trans Union, upon Trans Union’s request, all materials and information relating to its investigations of Customer and agrees that it will respond within the requested time frame indicated for information requested by Trans Union regarding Trans Union information. Customer understands that Trans Union may require CRA to suspend or terminate access to Trans Union’s information in the event Customer does not cooperate with any such an investigation. Customer shall remain responsible for the payment for any services provided to Customer prior to any such discontinuance.
9. Customer agrees that Trans Union information will not be forwarded or shared with any third party unless required by law or approved by Trans Union. If approved by Trans Union and authorized by the consumer, Customer may deliver the consumer credit information to a third party, secondary, or joint user with which Customer has an ongoing business relationship for the permissible use of such information. Customer understands that Trans Union may charge a fee for the subsequent delivery to secondary users.
10. Trans Union shall use reasonable commercial efforts to obtain, assemble and maintain credit information on individuals as furnished by its subscribers or obtained from other available sources. **THE WARRANTY SET FORTH IN THE PREVIOUS SENTENCE IS THE SOLE WARRANTY MADE BY TRANS UNION CONCERNING THE CONSUMER REPORTS, INCLUDING, BUT NOT LIMITED TO THE TU SCORES. TRANS UNION MAKES NO OTHER REPRESENTATIONS OR WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR BOTH, OF ANY AND ALL OF THE AFOREMENTIONED PRODUCTS AND SERVICES THAT MAY BE PROVIDED TO CRA. THE WARRANTY SET FORTH IN THE FIRST SENTENCE OF THIS PARAGRAPH IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**

## **ADDENDUM J-2**

### **TRANS UNION CLASSIC CREDIT RISK SCORE SERVICES**

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

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

- consumer credit information will result in an inquiry being added to the consumer's credit file.
13. Subscriber shall be responsible for compliance with all applicable federal or state legislation, regulations and judicial actions, as now or as may become effective including, but not limited to, the FCRA, the ECOA, and Reg. B, to which it is subject.
14. The information including, without limitation, the consumer credit data, used in providing Classic Scores under this Agreement were obtained from sources considered to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall Trans Union, Fair Isaac, nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Subscriber for any claim, injury or damage suffered directly or indirectly by Subscriber as a result of the inaccuracy or incompleteness of such information used in providing Classic Scores under this Agreement and/or as a result of Subscriber's use of Classic Scores and/or any other information or services provided under this Agreement.
- 15.1 Fair Isaac, the developer of Classic, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the Classic Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by Classic uses a "prohibited basis" as that term is defined in the Equal Credit Opportunity Act (ECOA) and Regulation B promulgated thereunder. Classic provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the Classic Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring relative to other individuals in Trans Union's database. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.
- 15.2 THE WARRANTIES SET FORTH IN SECTION 15.1 ARE THE SOLE WARRANTIES MADE UNDER THIS ADDENDUM CONCERNING THE CLASSIC SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS AGREEMENT; AND NEITHER FAIR ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OTHER THAN AS SET FORTH IN THIS ADDENDUM. THE WARRANTIES AND REMEDIES SET FORTH IN SECTION 15.1 ARE IN LIEU OF ALL OTHERS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
16. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTIES AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
17. THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO SUBSCRIBER, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SECTION 16, APPLY TO DAMAGES INCURRED BY TRANS UNION AND/OR FAIR ISAAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM SUBSCRIBER'S BREACH, DIRECTLY OR THROUGH SUBSCRIBER'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
18. ADDITIONALLY, NEITHER TRANS UNION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS ADDENDUM, BY SUBSCRIBER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.

19. This Addendum may be terminated automatically and without notice: (1) in the event of a breach of the provisions of this Addendum by Subscriber; (2) in the event the agreement(s) related to Classic between Trans Union, Fair Isaac and Reseller 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.