



Terms and Conditions

As referenced in the Advantage Partners Solutions, Inc. (“APS”) Customer Application and Service Agreement (“Agreement”), the following Terms and Conditions apply to services offered by APS (“Services”) to a customer (“Company”). By utilizing specific Services, Company acknowledges and consents to be bound by all applicable Terms and Conditions below. Company understands and agrees that the Terms and Conditions may contain provisions required by applicable federal, state, and local laws, regulation and rules, and their corresponding regulations (collectively, “Applicable Law”), and applicable third parties, including APS’s consumer reporting vendors, data providers, and suppliers. Accordingly, APS cannot accept any changes or additions to the Terms and Conditions requested by the Company. If there is a conflict between the terms of the Agreement and the Terms and Conditions provided herein, the provisions of the Terms and Conditions will govern and control regarding the applicable Service.

APS reserves the right to revise the Terms and Conditions in order to meet any requirement imposed by Applicable Law, consumer reporting vendors, data providers, or suppliers, or to address matters concerning privacy and confidentiality, and Company agrees to be bound by electronic disclosure of such updates.

APS will notify Company of any changes to the provisions of the Terms and Conditions via email communication or APS’s website and platforms. Company will be afforded thirty (30) days from the date of the notice to adhere to such changes, unless a change is communicated as an exceptional case that requires immediate implementation due to critical updates to Applicable Law or consumer reporting vendor, data provider, or supplier requirements. Terms and Conditions related to a new APS Service offering will be applicable at the time of the communication or online notice.



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Section I: Consumer Data Suppliers – General Requirements

1. Equifax

- a. Company, in order to receive consumer credit information from Equifax Information Services, LLC (“Equifax”) through APS, agrees to comply with the following terms and conditions required by Equifax, which may be in addition to those outlined in the Agreement. Company understands and agrees that Equifax’s delivery of information to Company via APS is specifically conditioned upon Company’s agreement with the provisions set forth in the Agreement and the Equifax terms and conditions. Company 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.
- b. Company hereby agrees to comply with all current and future policies and procedures instituted by APS or required by Equifax. APS will provide Company as much notice as possible prior to the effective date of any such new terms and conditions required in the future but does not guarantee that reasonable notice will be possible. When more than ten (10) days exist between notice and the effective date of the policy change, if Company does not agree to such terms and conditions, Company may terminate its Agreement following the Agreement’s termination provisions. In exceptional cases where changes are implemented without notice, Company may terminate the Agreement without prior notice.
- c. Company 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.
- d. Company, if a government agency, certifies it will order and use Limited-ID® or Limited DTEC® in connection with the following purposes involving the subject and for no other purpose: pursuant to Section 608 of the Fair Credit Reporting Act (“FCRA”) or for an investigation on a matter related to public safety. Company 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 Company is ordering the information, and that because Limited ID® and Limited DTEC® reports are not consumer reports Company 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.
- e. Equifax may periodically conduct audits of Company regarding its compliance with the FCRA and other certifications. regarding Equifax services. Audits will be conducted by mail whenever possible and will require Company to provide documentation as to



permissible use of particular consumer, Limited ID®, or Limited DTEC® reports. Company 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 Company's material breach of the Agreement and Equifax terms and conditions, constitute grounds for immediate suspension of Equifax services or, termination of the Agreement. If Equifax terminates Company's access to Equifax services due to the conditions in the preceding sentence, Company (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.

- f. Company 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.
- g. Company agrees that Equifax shall have the right to audit records of Company that are relevant to the provision of Equifax services set forth in the Agreement and the Equifax terms and conditions. Company authorizes APS to provide to Equifax, upon Equifax's request, all materials and information relating to its investigations of Company and agrees that it will respond within the requested time frame indicated for information requested by Equifax regarding Equifax information. Company understands that Equifax may require APS to suspend or terminate access to Equifax's information in the event Company does not cooperate with any such an investigation. Company shall remain responsible for the payment for any services provided to Company prior to any such discontinuance.
- h. Equifax information will be requested only for Company's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Company 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, Company may deliver the consumer credit information to a third party, secondary, or joint user with which Company has an ongoing business relationship for the permissible use of such information. Company understands that Equifax may charge a fee for the subsequent delivery to secondary users. Only designated representatives of Company will request Equifax information on Company'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. Company 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. Company 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 Company, its employees or agents contrary to the conditions of this paragraph or applicable law.
- i. Company understands that it must meet the following criteria: (a) the Company name, including any DBAs, and the address on the Agreement must match; (b) the telephone



listing must be verified in the same Company name and address that was provided on the Agreement; (c) a copy of the current lease of the business must be reviewed by APS to confirm the Company is at the same address that is shown on the 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 Agreement. (Contact APS for valid substitutions when a license is not required by the state), and (f) an on-site inspection of the office is to be conducted by an Equifax certified company. Note that (c) and (d) are not required if the Company is publicly traded on a nationally recognized stock exchange.

- j. Company will be charged for Equifax consumer credit information by APS, which is responsible for paying Equifax for such information; however, should the underlying relationship between APS and Company terminate at any time during the Agreement, charges for Equifax consumer credit information will be invoiced to Company, and Company will be solely responsible to pay Equifax directly.
- k. Company 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. Company, by maintaining 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.
- l. Company 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 Company, whether or not any negligence of Equifax is alleged to have been contributory thereto, the failure of Company to duly and fully perform its obligations under the Agreement and the Equifax terms and conditions, the denial of service to Company by Equifax, the misuse or improper access to Equifax consumer credit information by Company or the failure of Company to comply with applicable laws or Company



regulations. Company 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 Company resulting directly or indirectly from its use of consumer credit information from Equifax.

- m. 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 COMPANY IN CONNECTION WITH OR RELATED TO, OR RESPECTING THE ACCURACY OF, ANY EQUIFAX CREDIT INFORMATION FURNISHED BY EQUIFAX TO ANY SUBSCRIBER.
- n. Permitted Territory for access, use, and storage of information shall include locations within the territorial bounds of the United States, United States territories, and in limited circumstances and only with advance identification by Company of and request for and subsequent approval from APS in writing, within Canada and India, (each an "Approved Location"). Equifax's or APS's approval of any of Company's access to Equifax Information from the Approved Location does not constitute and is not deemed to constitute the assumption by Equifax or APS of any responsibility or liability for compliance by the Company with any contractual, legal, or regulatory requirements, rules, or terms. With respect to access and use of Equifax Information from the Approved Location, Company shall ensure the safety, security, and integrity of the Equifax Information, the security and integrity of all physical, technical, and administrative systems used by Company in connection with accessing Equifax Information, and is responsible for any breach of that security, as specified in the Agreement and the Equifax terms and conditions. Equifax may suspend or terminate Company's access to the Equifax Information from the Approved Location at any time if Equifax has reason to believe Company has violated the Agreement and the Equifax terms and conditions or any legal or regulatory requirements, rules or terms. To the extent local laws in the Approved Location require Company to implement information security or privacy measures with regard to the Equifax Information in excess of what is required in the Agreement and the Equifax terms and conditions, including any prohibitions or restrictions on further transfer of the Equifax Information, Company will comply with such applicable local laws.

2. Experian

- a. Company, in order to receive consumer credit information from Experian Information Solutions, Inc. ("Experian") via APS, agrees to comply with the following terms conditions required by Experian, which may be in addition to those outlined in the Agreement. Company understands and agrees that Experian's delivery of information to Company via APS is specifically conditioned upon Company's agreement with the provisions set forth in the Agreement and the Experian terms and conditions. Company 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.
- b. Company hereby agrees to comply with all current and future policies and procedures instituted by APS and required by Experian. APS will give Company 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. Company may terminate the



Agreement at any time after notification of a change in policy in the event Company deems such compliance as not within its best interest.

- c. Company agrees that Experian shall have the right to audit records of Company that are relevant to the provision of services set forth in the Agreement and the Experian terms and conditions and to verify, through audit or otherwise, that Company is in compliance with applicable law and the provisions of the Agreement and the Experian terms and conditions 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. Company authorizes APS to provide to Experian, upon Experian's request, all materials and information relating to its investigations of Company. Company further agrees that it will respond within the requested time frame indicated for information requested by Experian regarding Experian consumer credit information. Company understands that Experian may require APS to suspend or terminate access to Experian information in the event Company does not cooperate with any such an investigation or in the event Company is not in compliance with applicable law or the Agreement and the Experian terms and conditions. Company shall remain responsible for the payment for any services provided to Company by APS prior to any such discontinuance.
- d. Company 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 membership 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.
- e. Company 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, Company will take the following action:
 - i. Company will notify APS 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, Company will actively cooperate with and participate in any investigation conducted by APS or Experian that results from Company's breach of Experian consumer credit information.
 - ii. In the event that Experian determines that the breach was within the control of Company, Company 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.
 - iii. In such event, Company 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.
- iv. Company understands and agrees that if the root cause of the breach is determined by Experian to be under the control of the Company (i.e., employee fraud, misconduct or abuse; access by an unqualified or improperly qualified user; improperly secured website, etc.), Company may be assessed an expense recovery fee.
 - f. Company understands that if a change of control or ownership should occur, the new owner of the Company business must be re-credentialed as a permissible and authorized Company of Experian products and services. A third-party physical inspection at the new address will be required if Company changes location.
 - g. If Company is an authorized residential Company the following additional requirements and documentation must be supplied: (a) Experian must be notified for tracking and monitoring purposes; (b) Company must maintain a separate business phone line listed in the name of the business; (c) a separate subscriber code for Company 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.
 - h. Company 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 Company, or Company's breach of the Agreement and the Experian terms and conditions. Company 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 Company resulting directly or indirectly from its use of consumer credit information from Experian.
 - i. Company acknowledges that many products and services containing information provided by Experian information may also contain information from the Death Master File as issued by the Social Security Administration ("DMF"). Company certifies pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 CFR § 1110.102 that, consistent with its applicable Fair Credit Reporting Act ("FCRA") or Gramm-Leach-Bliley Act ("GLBA") use of Experian information, the Company's use of deceased flags or other indicia within the information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules, regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R § 1110.102 (a)(1). Company certifies that Company will not take any adverse action against any consumer without further investigation from the deceased flags or other indicia within the Experian information.
 - j. 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 COMPANY 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.
 - k. Third Party Technical Providers. Company will execute an Agency Addendum ("Addendum") to the Agreement with APS that contains the terms outlined below, which



are based primarily on Experian's 2-Way Agency Agreement Form C Part 2 (*Technical Provider of Multiple End Users*).

- i. Agency. Company has entered into various agreements with various technical providers, a description of each such Technical Provider agreement has been provided by Company (each a "Technical Provider"), pursuant to which Technical Providers will act as Company's agent, and from time to time and on behalf of Company, will use credit information and credit scores (some of which are proprietary to Fair Isaac Corporation ("Fair Isaac") and some of which are proprietary to Experian Information Solutions, Inc. and its affiliates (collectively, "Experian")) received directly or indirectly from APS pursuant to the Agreement solely to assist Company with certain credit information processing (all such credit information and scores are collectively referred to herein as "Information"). Company acknowledges and agrees that Technical Providers are acting as Company's agent to assist Company with certain credit information processing. Technical Providers will be entitled to receive all of the Information that Company would be entitled to receive under the terms of the Agreement for the sole purpose stated herein, and Technical Providers shall not access, use, or store the Information for any other purpose. Technical Providers shall: (i) only act in accordance with Company's direction, control, and instructions when accessing, using, or storing the Information; and (ii) discharge its duties hereunder with care and due diligence. Company acknowledges and agrees that APS is entering into this Addendum at the request of and as an accommodation to Company.
- ii. Payment of Fees. APS will invoice Company for APS's fees (the "APS Fees") for performing the services set forth in the Agreement. Company agrees to pay the APS Fees in accordance with the terms of the Agreement or Pricing Schedule.
- iii. Compliance with Applicable Terms and Conditions. Company agrees to inform Technical Providers of all terms and conditions of the Agreement (including this Addendum) applicable to Technical Provider's access to, use of, or storage of the Information on behalf of Company, including but not limited to the use, confidentiality, and intellectual property provisions thereof. Company will ensure that Technical Providers abide by the terms and conditions of the Agreement (including this Addendum).
- iv. Scores. Without limiting the foregoing, Company acknowledges that the credit scores and related score output contained in the Information (the "Scores") are proprietary to Fair Isaac or Experian, and Company agrees that Technical Provider will not provide the Scores to any party other than Company without prior written consent from both Experian and Fair Isaac (with respect to Fair Isaac's proprietary Scores) or Experian (with respect to Experian's Scores), except as expressly instructed by Company and as permitted under the terms of the Agreement, or use the Scores for any purpose other than to provide the credit information processing functions required by Company. Company agrees that Technical Providers will not (i) use the Scores for model development, model Validation (as defined below), reverse engineering, or model calibration or (ii) resell the Scores or use the Scores to maintain or populate a prospect database. For purposes of the foregoing, "Validation" shall mean the process wherein Scores are calculated to demonstrate a Score's ability to rank-order the outcome (such as a payment default or bankruptcy) among a group of customers, prospects, or applicants, including score distribution and account performance measures (including delinquency, charge-off, bankruptcy, and revenue). Company acknowledges and



- agrees that Fair Isaac and Experian are third party beneficiaries of the provisions of this section, with right of enforcement.
- v. Gramm-Leach-Bliley Act ("GLBA"). Company agrees that any Technical Provider used thereby shall be required to maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to Technical Provider's size and complexity, the nature and scope of its activities, and the sensitivity of the Information provided to it hereunder. Such safeguards shall include the elements set forth in 12 CFR § 1016.4 and shall be reasonably designed to: (i) insure the security and confidentiality of the Information provided by APS; (ii) protect against any anticipated threats or hazards to the security or integrity of such Information; and (iii) protect against unauthorized access to or use of such Information that could result in substantial harm or inconvenience to any consumer. Company further agrees that any Technical Provider used thereby shall be required to provide its security program to Reseller upon request and shall adopt any safeguard that Reseller may reasonably request; and, that such Technical Provider shall at a minimum be required to comply with APS's standard access security requirements.
 - vi. Security Certification. Company agrees that any Technical Provider used thereby shall be required to comply with all requirements set forth in the **Access Security Requirements**, as posted to the Terms and Conditions section of the APS website, and which has been based primarily on Experian's *Reseller Security Certification Policy (Attachment 2 to Experian's General Reseller Policy and Procedures)*.
 - vii. Audit and Termination Rights. Company agrees that any Technical Provider used thereby shall be required to: (a) report any change of location, control, or ownership to APS. Company agrees that any Technical Provider used thereby shall be required to provide Company and APS the right to audit Technical Provider to assure compliance with the terms of the Agreement (including this Addendum); and (b) provide full cooperation in connection with such audits and access to such properties, records, and personnel as Company or APS may reasonably require for such purpose. APS may terminate this Addendum by providing thirty (30) days advance written notice to Company; provided that APS may unilaterally terminate this Addendum immediately, or take any lesser action APS believes is appropriate, including but not limited to blocking Company's Technical Provider's access to APS services, if APS believes in its sole judgment, that such Technical Provider has failed to comply with any of its obligations hereunder.
 - viii. Identification of Third Party Technical Providers. Company has identified and provided a list of all third party Technical Providers that have access to credit data provided by Experian as of the date hereof. Such listing includes but is not limited to those technical providers involved in loan origination, application, loan processing, closings, or any other service which involves the transmission, processing, outsourcing, or any other use of credit data provided by Experian. Additionally, Company agrees to update their list of all third party Technical Providers and provide such updates to APS within five (5) business days of contracting with any such third party Technical Provider.
 - ix. Obligations. COMPANY SHALL TAKE FULL RESPONSIBILITY AND ASSUMES ALL LIABILITY FOR ANY AND ALL OF TECHNICAL PROVIDER'S ACTS OR OMISSIONS WITH RESPECT TO THE INFORMATION.



3. TransUnion
 - a. Company, in order to receive consumer credit information from TransUnion, LLC ("TransUnion") through APS, agrees to comply with the following conditions required by TransUnion, which may be in addition to those outlined in the Agreement. Company understands and agrees that TransUnion's delivery of information to Company via APS is specifically conditioned upon Company's agreement with the provisions set forth in the Agreement and the TransUnion terms and conditions. Company understands and agrees that these requirements pertain to all of its employees, managers and owners and that all persons having access to TransUnion consumer credit information, whether existing or future employees, will be trained to understand and comply with these obligations.
 - b. Company certifies that Company shall use the consumer reports: (a) solely for the Company's certified use(s); and (b) solely for Company's exclusive one-time use. Company 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 the Agreement and the TransUnion terms and conditions to any other party, whether alone, in conjunction with Company'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 Company only to Company's designated and authorized employees having a need to know and only to the extent necessary to enable Company to use the consumer reports in accordance with the Agreement and the TransUnion terms and conditions. Company 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.
 - c. Company will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
 - d. Company 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 Company 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 APS and its Company for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through APS, Company shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.
 - e. With just cause, such as violation of the terms of the Company's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Company's Agreement, APS may, upon its election, discontinue serving the Company and cancel the Company's access to TransUnion services immediately.
 - f. Company will request credit scores ("Scores") only for Company's exclusive use. Company may store Scores solely for Company's own use in furtherance of Company's original purpose for obtaining the Scores. Company 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 Company with a need to know and in the course of their employment; (ii) to those third party processing agents of Company who have executed an agreement that limits the use of the Scores by the third party to the use permitted to Company 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.

- g. Company hereby agrees to comply with all current and future policies and procedures instituted by APS and required by TransUnion. APS will give Company 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. Company may terminate the Agreement at any time after notification of a change in policy in the event Company deems such compliance as not within its best interest.
- h. Company 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 TransUnion.
- i. Company agrees that TransUnion shall have the right to audit records of Company that are relevant to the provision of services set forth in the Agreement and the TransUnion terms and conditions. Company authorizes APS to provide to TransUnion, upon TransUnion's request, all materials and information relating to its investigations of Company and agrees that it will respond within the requested time frame indicated for information requested by TransUnion regarding TransUnion information. Company understands that TransUnion may require APS to suspend or terminate access to TransUnion's information in the event Company does not cooperate with any such an investigation. Company shall remain responsible for the payment for any services provided to Company prior to any such discontinuance.
- j. Company agrees that TransUnion information will not be forwarded or shared with any third party unless required by law or approved by TransUnion. If approved by TransUnion and authorized by the consumer, Company may deliver the consumer credit information to a third party, secondary, or joint user with which Company has an ongoing business relationship for the permissible use of such information. Company understands that TransUnion may charge a fee for the subsequent delivery to secondary users.
- k. TransUnion 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 TRANSUNION CONCERNING THE CONSUMER REPORTS INCLUDING, BUT NOT LIMITED TO THE TRANSUNION SCORES. TRANSUNION 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 APS. 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.

4. LexisNexis

- a. To the extent that Company receives LEXISNEXIS materials and products through APS, Company agrees to comply with the General Terms and Conditions for Use contained at the following website: www.lexisnexis.com/terms/general (the "General Terms"). The General Terms are hereby incorporated into these Terms and Conditions by reference.
- b. Copyrighted and Trademarked Materials. Company shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the APS services.
- c. Social Security Number ("SSN") and Driver's License ("DL") data. If Company is authorized by APS to receive SSN and DL data, and Company obtains SSN and DL data through the APS services, Company certifies it will not use the SSN and DL data for any purpose other than as expressly authorized by APS policies, the Terms and Conditions herein, and Applicable Law, including the Driver's Privacy Protection Act ("DPPA").
- d. Company shall not use any APS services supplied by LexisNexis Risk Solutions for marketing purposes or resell or broker the LexisNexis services to any third party and shall not use said services for personal (non-business) purposes.
- e. National Change of Address Database. APS is a licensee of the United States Postal Service's NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Company receives all or a portion of the NCOA Database through the APS services, Company hereby certifies to APS that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Company agrees to complete, execute, and submit to APS the NCOA Processing Acknowledgement Form.
- f. LexisNexis 'Section B' Terms and Conditions. Regarding the use of LexisNexis data:
 - i. Company certifies that it will not use any of the information it receives through the APS services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account;
 - ii. By way of clarification, without limiting the foregoing, Company may use, except as otherwise prohibited or limited by the Agreement and the LexisNexis terms and conditions, information received through the APS services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to collect a debt, provided that such debt collection does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; or (6) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not



- constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes;
- iii. Specifically, if Company is using the APS services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Company shall not use the APS services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Company may, consistent with the certification and limitations set forth in this section (viii), use the APS services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and
 - iv. Company shall not use any of the information it receives through the APS services to take any "adverse action," as that term is defined in the FCRA.
 - v. MVR Data. If Company is permitted to access Motor Vehicle Records ("MVR Data") from APS, without in any way limiting Company's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:
 - 1) Company shall not use any MVR Data provided by APS, or portions of information contained therein, to create or update a file that Company uses to develop its own source of driving history information.
 - 2) As requested by APS, Company shall complete any state forms that APS is legally or contractually bound to obtain from Company before providing Company with MVR Data.
 - 3) APS (and certain third-party vendors) may conduct reasonable and periodic audits of Company's use of MVR Data. Further, in response to any audit, Company must be able to substantiate the reason for each MVR Data order.
 - vi. American Board of Medical Specialties ("ABMS") Data. If Company is permitted to access ABMS Data from APS, Company shall not use, nor permit others to use, ABMS Data for purposes of determining, monitoring, tracking, profiling or evaluating in any manner the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.
 - vii. HIPAA. Company represents and warrants that Company will not provide APS with any Protected Health Information (as that term is defined in 45 CFR § 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 USC Sec. 17921(5), and 42 USC Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.
 - viii. Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, , Company shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.
 - ix. Security. Company will hold the credit information in strict confidence and will restrict access to all consumer information to Company's (i) employees and clients who agree to act in accordance with the terms of the Agreement and the LexisNexis terms and conditions, and applicable law, and (ii) to those employees who have a need to know as part of their official duties. Company will ensure that none of its employees shall obtain or use any information / data obtained from APS for personal reasons.
 - x. Performance. APS will use commercially reasonable efforts to deliver the APS services requested by Company and to compile information gathered from selected public



record sources and other sources used in the provision of the APS services; provided, however, that Company accepts all information "AS IS." Company acknowledges and agrees that APS obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Company shall not rely on APS for the accuracy or completeness of information supplied through the APS services. Without limiting the foregoing, the criminal record data that may be provided as part of the APS services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Company understands that Company may be restricted from accessing certain APS services which may be otherwise available. APS reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the APS services. In the event that APS discontinues a material portion of the materials and features that Company regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Company has subscribed, APS will, at Company's option, issue a prorated credit to Company's account.

- xi. Intellectual Property; Confidentiality. Company agrees that Company shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the APS services' information, programs or computer applications. Company acknowledges that APS (or its third-party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the APS services and the data and information that they provide. Company shall use such materials in a manner consistent with APS's interests and the terms and conditions herein, and shall notify APS of any threatened or actual infringement of APS's rights. Notwithstanding anything in the Agreement and the LexisNexis terms and conditions to the contrary, APS or APS's data provider shall own Company's search inquiry data used to access the APS services (in the past or future) and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations. Company and APS acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of APS's information, product information, pricing information, product development plans, forecasts, data contained in APS services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third party and received in good faith and without any duty of confidentiality by the Receiving Party or the third party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade



secret" set forth in the Official Code of Georgia Annotated § 10-1-761(4). Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of the Agreement and the LexisNexis terms and conditions and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

- xii. Survival of Agreement. Provisions within the Agreement related to release of claims; indemnification; use and protection of information, data and APS services; payment for the APS services; audit; APS's use and ownership of Company's search inquiry data; disclaimer of warranties; security; client data and governing law shall survive any termination of the license to use the APS services.
- xiii. Employee Training. Company shall train new employees prior to allowing access to APS services on Company's obligations under the Agreement and the LexisNexis terms and conditions, including, but not limited to, Agreement requirements and restrictions, with extra emphasis on security measures and appropriate access and handling of any and all data received from/accessed via APS. Company shall conduct a similar review of its obligations under the Agreement with existing employees who have access to APS services no less than annually. Company shall keep records of such training.
- xiv. Privacy Principles. With respect to personally identifiable information regarding consumers, the Company agrees to create, maintain and adhere to Principles of Data Privacy based upon or substantially similar to the Data Privacy Principles of LexisNexis, whose Principles may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data. Company agrees that Company (including its directors, officers, employees or agents) will comply with these Principles or Company's own comparable privacy principles, policies, or practices. LexisNexis' Principles are available at: <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx> .



Section II: Services

1. Credit

a. Credit Report

- i. **Service Description.** Service to assemble a credit report (or “Consumer Report” as defined by the Fair Credit Reporting Act (“FCRA”) (15 USC § 1681 et seq.)) via merging consumer credit information maintained and provided by one or more of the nationwide consumer reporting agencies (Equifax, Experian, and TransUnion; collectively, the “Bureaus”), including credit scores developed by score providers. APS does not update or alter underlying consumer credit information administered by the Bureaus, and does not maintain a database of information from which new consumer reports are produced. APS does not guarantee the accuracy of the Bureau-provided information, and credit reports may contain tradeline or public record discrepancies based upon varying information provided by each Bureau.
- ii. **Permissible Purpose.** Company certifies that it has a permissible purpose for obtaining Consumer Reports as defined by the FCRA (15 USC § 1681b), will request the Services pursuant to procedures prescribed by APS only for those permissible purpose(s), and will use the Services obtained for no other purpose. Company will designate its specific permissible purpose(s) in writing via the Agreement per the following:
 - 1) In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or
 - 2) In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or
 - 3) In connection with a residential tenancy application involving the consumer; or
 - 4) For a legitimate business need in connection with a business transaction that is initiated by the consumer; or
 - 5) As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks; or
 - 6) For employment purposes.
- iii. Company certifies that it will obtain the authorization of the consumer prior to obtaining a Consumer Report on the consumer. If authorization is provided electronically or verbally, the authorization must (i) clearly evidence such authorization for Company to obtain the Consumer Report; (ii) comply with Applicable Law; and (iii) comply with Bureau requirements. Company agrees to maintain evidence of all written, electronic, and verbal authorizations for a minimum of five (5) years from the date of inquiry and will provide APS copies upon request.
- iv. Company acknowledges that it will use Services in accordance with the Vermont Fair Credit Reporting Statute, 9 VSA § 2480e (1999), as amended (the “VFCRA”) and the FCRA, (15 USC § 1681 et seq.), as amended and its other state law counterparts. In connection with Company’s continued use of Services in relation to Vermont consumers, Company hereby certifies that it will comply with applicable provisions under Vermont law. In particular, Company certifies that it will order information Services relating to Vermont residents, that are credit reports as defined by the



- VFCRA, only after Company has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Company further certifies that a copy of § 2480e of the **Vermont Fair Credit Reporting Statute** has been provided to Company via APS Terms and Conditions.
- v. If Company conducts any business in California, Company certifies that Company is not a retail seller as defined in Section 1802.3 of the California Civil Code.
 - vi. Company shall not disclose to any third party other than the subject of the report, any credit scores and associated reason codes, unless clearly required by law. Consumer Reports and credit scores may be disclosed to properly credentialed and contracted third parties for certified FCRA permissible purposes of Secondary Use within the course of the same transaction. Company agrees to abide by the Secondary Use provisions below:
 - 1) Secondary Use Defined. A Secondary Use of a credit report occurs when a previously ordered report is provided to any Qualified Secondary User other than the End User that originally ordered the credit report, in connection with the same transaction for a permissible purpose. Secondary Use occurs when any or all of the consumer credit data contained in the original report is provided to the Qualified Secondary User in any form: electronic, paper or otherwise. As the original requestor of the consumer credit data, APS customers are defined as the original End User for the purpose of Secondary Use.
 - 2) Qualified Secondary Users. A Qualified Secondary User is a lender or other third party that has been properly credentialed as having a permissible purpose under the FCRA to access consumer credit data.
 - 3) Secondary Use Purpose. The purpose of Secondary Use reporting is to provide greater transparency to the consumer as to which entities are viewing consumer credit data in the mortgage loan application and underwriting process. Additionally, Secondary Use reporting ensures that consumer credit data is only accessed in accordance with FCRA guidelines.
 - 4) Secondary Use Inquiry Posting. The Bureaus mandate that all Secondary Uses be reported for the purposes of posting to the consumers credit file in accordance with the FCRA. The Bureaus post Secondary Uses to consumers' credit files as "soft" inquiries that do not impact the consumers' credit scores and will only be displayed on consumer disclosure reports. The Secondary Use notification sent to the Bureaus must include the full name of the Qualified Secondary User for posting to the consumer's credit file. The Bureaus charge for each Secondary Use Inquiry posted.
 - 5) Secondary Use Fees. The Bureaus each charge a Secondary Use posting fee for every secondary inquiry that is reported on a consumer's file. APS will impose a Secondary Use fee on our customers for each Secondary Use transaction.
 - 6) APS Responsibilities. As the original reseller of the consumer credit data, APS is responsible for reporting all Secondary Use transactions to the Bureaus for reporting to consumers' credit files. APS currently has agreements with the Government Sponsored Entities (Fannie Mae and Freddie Mac) as well as other major lenders to record Secondary Use transactions from these qualified entities.
 - 7) Company Responsibilities. As the original End User of consumer credit reports, the Company must abide by the following:



- a) Company must ensure that all Secondary Uses of credit reports to Qualified Secondary Users are reported to APS for accurate posting to the Bureaus.
 - b) Company is prohibited from distributing consumer credit reports, in whole or in part, by any means, to entities or individuals that are not Qualified Secondary Users.
 - c) Company is prohibited from distributing consumer credit reports to any secondary user that does not have permissible purpose under the FCRA to access consumer credit data.
 - d) Company is prohibited from distributing consumer credit reports to any secondary user that is not in connection with the transaction the report was originated for.
- vii. A third-party physical inspection of each of Company's unique business locations that will be receiving the Services must be completed prior to each such unique location's receiving the Services, as applicable per industry best practices and regulations. The costs of these inspections shall be borne by Company. Banks and credit unions are exempt from this requirement.
- viii. Additional Terms for Specific Uses of Credit Reports
- 1) Collections
 - a) Company certifies that it will request Services for the specific permissible purpose of the collection of debts.
 - b) Company shall, from time to time, request Services pursuant to procedures prescribed by APS and only when Company is pursuing the collection of debts associated with the individual reported upon, and for no other purpose of any kind.
 - c) Company certifies that it will request Services regarding a consumer only when collecting an obligation arising from a transaction voluntarily initiated by the consumer or patient or an obligation that has been judicially established by a court order or judgment.
 - 2) Employment
 - a) Company certifies that it will request Services for the specific permissible purpose of evaluating individuals for employment, promotion, reassignment, or retention.
 - b) Company shall, from time to time, request Services pursuant to procedures prescribed by APS and only when Company is considering the individual reported upon for employment, promotion, reassignment, or retention as an employee, and for no other purpose of any kind.
 - c) Company certifies that it will not request Services regarding a consumer unless:
 - i) A clear and conspicuous disclosure has been made in writing to the consumer being inquired upon before the report is obtained, in a document consisting solely of the disclosure, that a Consumer Report may be obtained for employment purposes; and
 - ii) The consumer has authorized in writing the procurement of the report by the Company.
 - d) Company will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.



- e) Company certifies that before taking adverse action based in whole or in part on the Consumer Report, the Company will provide the consumer to whom the report relates:
 - i) A copy of the Consumer Report; and
 - ii) A description in writing of the rights of the consumer under the FCRA, **A Summary of Your Rights Under the Fair Credit Reporting Act**, a copy of which is provided to Company via APS Terms and Conditions.
 - f) Company certifies that it understands and will comply with all requirements and obligations regarding adverse action notifications per the FCRA.
 - g) Company certifies that information from the Consumer Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
 - h) Company understands that personal reference checks are considered “investigative consumer reports” as defined per the FCRA, and certifies that it will comply with all relevant requirements and obligations.
 - i) Applicable Laws and Regulations. COMPANY ACKNOWLEDGES THAT THE USE OF CONSUMER REPORTS FOR EMPLOYMENT PURPOSES IS GOVERNED BY FEDERAL, STATE, AND LOCAL LAWS THAT DIFFER SIGNIFICANTLY BY LOCATION. COMPANY FURTHER ACKNOWLEDGES THAT THE ORDERING OF CONSUMER REPORTS FOR EMPLOYMENT PURPOSES OR THE USE OF INFORMATION CONTAINED THEREIN FOR EMPLOYMENT PURPOSES MAY BE UNLAWFUL DEPENDING ON PERTINENT GOVERNING LAW AND DEPENDING ON SPECIFIC CONDITIONS SURROUNDING THE EMPLOYMENT DECISION, INCLUDING, BUT NOT LIMITED TO, THE TYPE OF BUSINESS THAT THE EMPLOYER IS ENGAGED IN, AND THE NATURE OF THE DUTIES ENTAILED BY THE POSITION TO BE HELD BY THE CONSUMER BEING INQUIRED UPON. COMPANY CERTIFIES THAT IT BEARS THE RESPONSIBILITY FOR DETERMINING THE LAWFUL USE OF CONSUMER REPORTS FOR EMPLOYMENT PURPOSES WITHIN ITS JURISDICTION AND THAT IT WILL NOT VIOLATE ANY APPLICABLE FEDERAL, STATE, OR LOCAL EMPLOYMENT LAWS AND REGULATIONS IN ORDERING OR USING THE INFORMATION CONTAINED IN CONSUMER REPORTS FOR EMPLOYMENT PURPOSES. COMPANY FURTHER SPECIFICALLY AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD APS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, COSTS, CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COSTS, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY APS, ARISING OUT OF, RESULTING FROM OR THREATENING TO RESULT FROM THE COMPANY’S USE OR MISUSE OF CONSUMER REPORTS FOR EMPLOYMENT PURPOSES.
- 3) Quality Control
- a) Company certifies that it will request Services for the specific permissible purpose of quality control services.
 - b) Company represents and warrants the following:
 - i) Company provides quality control services (“Quality Control Services”) to comply with guidelines published by Government-Sponsored Enterprises



- (“GSEs”) or other investors on a contract basis to lenders, servicers, Fannie Mae and Freddie Mac (together, “Joint User(s)”) in connection with credit transactions involving the applicable Joint User and the consumer subject of the credit report, and
- ii) Company will not obtain any credit report unless a written contract between the applicable Joint User and Company is in effect authorizing Company to obtain such credit report in order to provide the Quality Control Services.
 - c) Company shall make a copy of the written agreement between Company and Joint User available to APS upon request.
 - d) Company certifies that it will order credit reports solely for the following purpose and for no other purpose: to provide Quality Control Services in connection with a credit transaction involving the consumer subject on whom the information is to be furnished and involving the review of an account of the consumer subject.
 - e) Company further represents and warrants that where it requests credit reports to perform the Quality Control Services, Company shall make such requests solely for review or monitoring of the Joint User’s own open accounts or closed accounts with balances owing and for no other purpose, including, without limitation, use in connection with any residential mortgage origination.
- b. Credit Report – Preclose
- i. Service Description. Service to assemble a credit report (or “Consumer Report” as defined by the Fair Credit Reporting Act (“FCRA”) (15 USC § 1681 et seq.)) via merging consumer credit information maintained and provided by one or more of the nationwide consumer reporting agencies (Equifax, Experian, and TransUnion; collectively, the “Bureaus”) for the specific permissible purpose of mortgage underwriting review prior to the closing of a loan. APS does not update or alter underlying consumer credit information administered by the Bureaus, and does not maintain a database of information from which new consumer reports are produced. APS does not guarantee the accuracy of the Bureau-provided information, and credit reports may contain tradeline or public record discrepancies based upon varying information provided by each Bureau. Preclose credit reports utilize a “soft” inquiry and do not impact a consumer’s credit score.
 - ii. Company warrants that it has a permissible purpose for obtaining Consumer Reports as defined by the FCRA (15 USC § 1681b). Company certifies its specific permissible purpose is for mortgage underwriting review prior to the closing of a loan in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer.
 - iii. Company shall, from time to time, request Services pursuant to procedures prescribed by APS and only when Company is performing a mortgage underwriting review prior to the closing of a loan.
 - iv. Company certifies that an origination, or “hard” inquiry, credit report has been obtained regarding the consumer prior to requesting Services, and agrees to provide evidence of such a credit report if requested by APS or the Bureaus.



- c. Credit Report – Prequalification
 - i. Service Description. Service to assemble a credit report (or “Consumer Report” as defined by the Fair Credit Reporting Act (“FCRA”) (15 USC § 1681 et seq.)) via merging consumer credit information maintained and provided by one or more of the nationwide consumer reporting agencies (Equifax, Experian, and TransUnion; collectively, the “Bureaus”) for the specific permissible purpose of determining the lending offers for which a consumer may be qualified. APS does not update or alter underlying consumer credit information provided by the Bureaus, and does not maintain a database of information from which new consumer reports are produced. APS does not guarantee the accuracy of the Bureau-provided information. Prequalification credit reports utilize a “soft” inquiry and do not impact a consumer’s credit score.
 - ii. Terms Specific to Equifax:
 - 1) Definitions:
 - a) “Consumer” - an individual who resides in the United States and requests a mortgage pre-qualification from Company
 - b) “Mortgage Pre-Qualification Evaluation” - Company’s review of the Mortgage Pre-Qualification Information related to a Consumer Subject seeking pre-qualification, and screening such Consumer Subject and related Mortgage Pre-Qualification Information against Company’s selected criteria for purposes of pre-qualifying the Consumer Subject for a potential relationship involving the extension of credit to the Consumer Subject in the form of a mortgage loan. For the avoidance of doubt, a Mortgage Pre-Qualification Evaluation shall not include an evaluation in connection with a mortgage pre-approval or a mortgage application or origination.
 - c) “Mortgage Pre-Qualification Services” - services that consist of the provision of Equifax Credit Information to Company in connection with a Mortgage Pre-Qualification Evaluation, subject to the Mortgage Pre-Qualification Terms and Conditions.
 - d) “Consumer Subject” - the consumer who is the subject of the Mortgage Pre-Qualification Information.
 - e) “Mortgage Pre-Qualification Information” - the Equifax Credit Information provided to Company from the Mortgage Pre-Qualification Services and includes any Scores.
 - f) “Scores” - the credit risk scores provided to Company from the Mortgage Pre-Qualification Services.
 - 2) License. Subject to Company’s compliance with this section of the Terms and Conditions, APS grants to Company and Company receives a non-transferrable, non-exclusive, revocable license to use the Mortgage Pre-Qualification Information within the Permitted Territory solely for the Permitted Use set forth below and not for any other purpose.
 - 3) Consumer Authorization. Prior to requesting any Mortgage Pre-Qualification Information, Company will obtain the written authorization of the Consumer Subject. Company will maintain such written authorization for the longer of the following:
 - a) Five (5) years after the date of the request for Mortgage Pre-Qualification Information, or



- b) The timeframe required under the Agreement for retention of consumer authorizations.
- 4) Permitted Use. Company will only use the Mortgage Pre-Qualification Information in accordance with this section of the Terms and Conditions and for the following use and no other use (the "Permitted Use"): Company acknowledges that Mortgage Pre-Qualification Information consists of consumer reports as defined by the Fair Credit Reporting Act ("FCRA"). Company certifies that it will use the Mortgage Pre-Qualification Information only:
 - a) In connection with a Mortgage Pre-Qualification Evaluation,
 - b) In accordance with the FCRA and all state law FCRA counterparts
 - c) In accordance with the written instructions of the Consumer Subject, and
 - d) Solely for a single use and for no other purpose.
- 5) Company Representations. Company covenants, represents and warrants the following:
 - a) Company shall
 - i) Use the Mortgage Pre-Qualification Information exclusively within Company's own organization for the Permitted Use and for no other purpose, including credit decisioning purposes, and
 - ii) Use and ensure that any permitted agents of Company access and use Mortgage Pre-Qualification Information in accordance with this section of the Terms and Conditions.
 - b) Company shall use the Mortgage Pre-Qualification Information in a manner that
 - i) Complies with all applicable federal, state and local laws, rules, regulations and ordinances, including those governing privacy, data protection, fair information practices, public records, marketing to consumers and consumers' rights to privacy;
 - ii) Does not, in any way or for any purpose, infringe any third party's intellectual or proprietary rights, including but not limited to, copyright, patent, trademark, or trade secret; and
 - iii) Is not defamatory, libelous, harmful to minors, obscene, pornographic, unlawfully threatening or unlawfully harassing. Company is solely responsible for all results of its or its employees and permitted agents use of the Mortgage Pre-Qualification Information.
 - c) Company shall establish strict procedures so that Company's employees and permitted agents do not access Mortgage Pre-Qualification Information except as set forth in this section of the Terms and Conditions and shall comply with all APS or Equifax policies and procedures APS or Equifax makes known to Company from time to time regarding the Mortgage Pre-Qualification Services.
 - d) Company shall not:
 - i) Merge or combine the Mortgage Pre-Qualification Information with information or data from any other source, or
 - ii) Use the Mortgage Pre-Qualification Information in combination with any other Equifax Information Services.
 - e) Company shall hold all Mortgage Pre-Qualification Information licensed under this section of the Terms and Conditions in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner



whatsoever to others except Consumer Subjects to the extent expressly permitted under this section of the Terms and Conditions or as otherwise expressly required by law.

- f) Company shall not reuse Mortgage Pre-Qualification Information in any manner, including with respect to any additional transactions or additional Mortgage Pre-Qualification Evaluations or other evaluations for the Consumer Subject. Consistent with the preceding sentence, Company shall not use the Mortgage Pre-Qualification Information in connection with any mortgage pre-approval or mortgage application or origination, or any credit decisioning related thereto.
- g) If Company provides Consumer Subjects with access to its mortgage pre-qualifications via the Internet, Company shall adopt, publish, maintain and adhere to a privacy policy and upon request, provide APS or Equifax with a copy of Company's privacy policy.
- h) Except as expressly permitted in this section of the Terms and Conditions, Company shall not:
 - i) Sell, convey, license, sublicense, copy, commingle, archive, reproduce, display, publish, disclose, distribute, disseminate, transfer, use or otherwise make available the Mortgage Pre-Qualification Information, or any portion thereof, to another in any manner or by any means;
 - ii) Reverse engineer, decompile, modify in any manner or create derivative works from the Mortgage Pre-Qualification Information;
 - iii) Interface or connect to the Mortgage Pre-Qualification Services with any other computer software or system; or
 - iv) Export nor permit the export of the Mortgage Pre-Qualification Information outside of the Permitted Territory.
- 6) Storage. Company may maintain, copy, capture or otherwise retain the Mortgage Pre-Qualification Information for thirty (30) days only ("Storage Period"); provided that:
 - a) Company will only use the Mortgage Pre-Qualification Information for the Permitted Use expressly permitted in this section of the Terms and Conditions;
 - b) Company must physically and logically segregate Mortgage Pre-Qualification Information from other consumer reporting agency information; and
 - c) Company must have a formal process for expunging Mortgage Pre-Qualification Information after 30 days.APS or Equifax, reserve the right to review and approve the technical implementation for Company's access to the Mortgage Pre-Qualification Information. After the expiration of the Storage Period, Company will not maintain, copy, capture or otherwise retain in any manner any Mortgage Pre-Qualification Information.
- 7) Disclosing Mortgage Pre-Qualification Information to Consumer Subjects. Company will not provide the Mortgage Pre-Qualification Information to the Consumer Subject unless expressly required by law or approved in writing by Equifax. In the event that Company discloses the Mortgage Pre-Qualification Information to the Consumer Subject, Company shall transmit such information only to the Consumer Subject for which the information pertains, accurately and in its entirety, and include the date the information was last checked or revised by



Equifax and the full name and mailing address of the Equifax office identified by the Equifax as providing the information. In the event that the Consumer Subject does not qualify for the mortgage pre-qualification for which such Consumer Subject applies or otherwise requests the Mortgage Pre-Qualification Evaluation, Company will comply with all applicable laws and regulations requiring adverse action notification to the Consumer Subject (including the provisions of the FCRA, Equal Credit Opportunity Act (“ECOA”), all state law counterparts of them, and all applicable regulations promulgated under any of them). In no event shall Company charge the Consumer Subject a fee or other charges for the Mortgage Pre-Qualification Information or the Mortgage Pre-Qualification Evaluation.

- 8) No Unauthorized Representations. Company will make no representations or warranties on behalf of Equifax or relating to the Mortgage Pre-Qualification Information except as authorized in writing by Equifax. Upon request, Company will provide its terms and conditions of use applicable to mortgage pre-qualifications to Equifax for review.
- 9) Consumer Authentication. Company will verify that each Consumer who requests a mortgage prequalification from Company is the Consumer Subject of the Mortgage Pre-Qualification Information. Without limiting the foregoing, Company shall use, at a minimum, commercially reasonable knowledge-based authentication procedures. APS and Equifax may also verify that each Consumer is the Consumer Subject for whom Mortgage Pre-Qualification Information is requested by Company. Company shall establish and maintain a manual verification process in the event that Company, APS, or Equifax determines that a Consumer does not pass authentication, or a flag is received from the authentication process indicating a possible match from a fraud detection database.
- 10) Consumer Handling. Company will refer all Consumers who have questions or disputes Mortgage Pre-Qualification Information to Equifax. In no case will Company attempt to, or hold itself out to the Consumer or to the public as being able to handle disputes on behalf of Equifax or to reinvestigate Equifax information.
- 11) Promotion and Training. Prior to its publication and release, Equifax must review and approve all Company-created advertising, marketing and promotional material that describes the Mortgage Pre-Qualification Information, or which refers to the nature or capabilities of Equifax or otherwise mentions or refers to Equifax by name. Equifax will be provided a minimum of twenty (20) business days in which to review such material including any changes thereto.
- 12) Audit. In addition to any audit or review rights set forth in the Agreement, APS or Equifax may review and audit Company’s access to and use of the Mortgage Pre-Qualification Services. Such audit rights include, without limitation, the right to review and audit Company’s terms and conditions of use applicable to mortgage pre-qualifications, as well as all Consumer consents. In connection with any audits hereunder, APS or Equifax shall have the right, from time to time, to:
 - a) Upon reasonable notice to Company, enter into Company’s facilities during normal business hours and conduct on-site audits of Company’s compliance with the terms hereunder; and



- b) Conduct audits by mail, email or similar electronic means that may require Company to provide documentation regarding compliance with the terms hereunder.

Company gives its consent to APS or Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Company's material breach of this section of the Terms and Conditions, constitute grounds for immediate suspension or termination of Services.

iii. Terms Specific to Experian:

1) "Pre-Qualification Services":

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

2) Company agrees to implement and adhere to Experian-approved processes to be permitted to utilize Services. Such an approved process for requesting Services via the APS web platform or any Loan Origination System ("LOS") with which APS is integrated is outlined below.

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

4) Company has a "permissible purpose" under the Fair Credit Reporting Act ("FCRA").

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

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

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



You understand that by clicking on the “I AGREE” button immediately following this notice, you are providing “written instructions” to [name of Company] under the Fair Credit Reporting Act (“FCRA”) authorizing [name of Company] to obtain information from your personal credit profile or other information from Experian via Advantage Partners Solutions. You authorize [name of Company] to obtain such information solely to conduct a pre-qualification for credit.

- ii) The “I AGREE” button must immediately follow the notice provided for above. The notice and “I AGREE” button must be separate from any other notice or message contained on the Company’s website.
 - iii) The terms to which the consumer is agreeing immediately preceding the consensual click must be viewable by the consumer.
 - iv) The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice.
 - v) The consumer must have the ability (should the consumer choose) to print out the terms to which he or she is agreeing, including the consumer’s consent.
 - vi) The consumer must be provided with a statement of hardware and software requirements for access to and retention of the terms to which he or she is agreeing, including their consent in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent.
 - vii) The record of the consumer’s “written instructions” by clicking “I AGREE” must be retained by Company in a form that is capable of being accurately reproduced for later reference by the parties.
 - viii) The consumer must be informed how, after providing consent, he or she may, upon request, obtain a paper copy of any applicable electronic record, and whether any fee will be charged for such copy.
 - ix) Company must provide the consumer with information on how the consumer can update his or her contact information.
- b) Written Instructions by Telephone. Company will comply with the following requirements if Company is obtaining written instructions over the telephone. Company shall substantially comply with this section of the Terms and Conditions, as specifically modified below; this section of the Terms and Conditions is designed to comply with the Electronic Records and Signatures in Commerce Act:
- i) Company will ask each consumer to confirm his or her consent to access such person’s credit report for Pre-Qualification purposes by asking the following:

In order to verify your identity, you need to authorize [name of Company] to access your credit report for Pre-Qualification purposes. Please confirm your authorization to access your credit report for Pre-Qualification purposes by pressing the # key now.



- ii) The consumer must not be able to proceed in the process without affirmatively agreeing to allow access to the consumer's credit report as provided above.
 - iii) The record of the consumer's "written instruction" by pressing the # symbol must be retained by Company in a form that is capable of being accurately reproduced for later reference by the parties.
- 6) A record of a consumer's "written instruction" shall be retained by Company in a form that is capable of being accurately reproduced for later reference by Company and APS.
- 7) Company shall not operate as the agent of any third party.
- 8) Company shall not:
 - a) Operate as a reseller of Pre-Qualification Services, or
 - b) Directly or indirectly charge a consumer any costs or fees, or accept any other payment or valuable consideration from a consumer, for Pre-Qualification or any information derived therefrom ("Consumer Credit Information"), including, without limitation, by offering the Pre-Qualification Services or Consumer Credit Information as the sole additional feature of a higher-priced service offering or as an incentive to or bundled with a fee-based offering.
- 9) Company shall only present direct consumers to third party lenders that have their own permissible purpose.
- 10) Company shall not use, or permit any Company's respective employees, agents and subcontractors to use, the trademarks, service marks, logos, names or any other proprietary designations of Experian, whether registered or unregistered, without prior written consent from Experian.
- 11) Company shall not offer depersonalized credit profiles for bid by third parties.
- 12) Company shall not utilize Pre-Qualification Services to replace a "hard" inquiry for the purpose of offering credit.
- 13) Company shall allow only consumer-supplied contact data and other consumer-supplied data to be passed on to third party lenders, and only after:
 - a) Consumer has provided Company with consumer's specific affirmative written authorization (in a manner acceptable to Experian), authorizing Company to forward such consumer-supplied data, together with information identifying whether such consumer passed Company's credit criteria, which may include certain screening criteria provided by the third party lenders to Company, to the third party lenders (which record of such written authorization must be retained by Company in a form that is capable of being accurately reproduced for later reference by the parties) ("Consumer Authorization"); and
 - b) Applicable credit options available in the marketplace have been presented to the consumer for consumer's review.
- 14) Company shall not provide the credit report (in whole or in part) obtained through Pre-Qualification Services to a consumer or to any third party, and shall not provide a score, decision or any other information or indicator of the consumer's credit worthiness, derived in whole or in part from such credit report, to the consumer or to any third party. Notwithstanding the foregoing, Company shall comply with all applicable laws related to any adverse action with respect to any consumer that is based on information contained in a consumer report;



- 15) Company shall not make any credit decision, nor provide FCRA-regulated pre-screen services on behalf of a third party; and
- 16) The Pre-Qualification Services credit data pulled shall be used by Company on a per session basis and shall not be used by Company after such session ends.
- 17) Pre-Qualification Process - Experian. Experian requires that all end users of Credit Reports for Pre-Qualification (“Services,” or “Pre-Qualification Credit Reports”) containing consumer credit information maintained and provided by Experian implement and adhere to Experian-approved processes in order to be granted the ability to access such Services.

The process and associated components outlined below has been approved by Experian for APS customers to request Experian consumer credit information for pre-qualification purposes accessed via the APS web platform(s) or any Loan Origination System (“LOS”) with which APS is integrated.

a) Process.

- i) Consumer Contact and Authorization. Consumer may contact Company, or vice versa, via the methods outlined below. In each instance, written authorization (wet or e-signature), or suitable alternative, must be obtained from the consumer.
 - (1) In-Person – Consumer receives, signs, and returns a written authorization.
 - (2) Telephone
 - (a) Consumer receives, signs, and returns a written authorization.
 - (b) Alternate Option: Consumer provides verbal authorization only if authorization details are read to the consumer, consumer agrees, conversation is recorded and saved, and conversation can be provided as proof of authorization.
 - (3) Website Inquiry
 - (a) Consumer receives, signs, and returns a written authorization.
 - (b) Alternate Option: Online capture of authorization where details are outlined to the consumer, consumer clicks an “I Agree” button, authorization is date / time stamped and saved as proof of authorization, proof includes verbiage used and consumer identification inquiry information as input by the consumer.
- ii) Obtaining Pre-Qualification Credit Reports. Upon receiving consumer authorization, Company obtains a Pre-Qualification Credit Report regarding the consumer via APS web platform or Company’s LOS utilizing a unique account login per the following steps:
 - (1) Company selects ‘Pre-Qual Report’ from a drop-down of report type options.
 - (2) Company inputs consumer inquiry information (name, SSN, address, date of birth), and submits order.
 - (3) Pre-Qualification Credit Report information is requested from Experian, and a “soft” inquiry is posted in Company’s name.
 - (4) Completed Pre-Qualification Credit Report is accessed for review via the following:



- (a) APS web platform – Report is available in the Company’s reports list, identified by consumer name and report type (i.e., Pre-Qual Report).
- (b) Company’s LOS - PDF version of the report is returned to the LOS and associated with the consumer’s file.
- iii) Review of Credit and Response to Consumer. Company reviews Pre-Qualification Credit Report to determine loan products for which the consumer may qualify and presents loan options to the consumer for review and understanding.
 - (1) If / when the consumer chooses a loan option and requests to proceed with a loan, an application is provided to the consumer. Upon completion of the application, a new credit report is obtained, posting a “hard” inquiry in the Company’s name. Company then qualifies the consumer for the loan based upon the new credit report, and proceeds with actions ultimately leading towards the closing of the loan.
 - (2) If, after Company’s review of the Pre-Qualification Credit Report, it is determined that the consumer likely does not qualify for any of the Company loan product offerings, the consumer will be presented with written notice (i.e. adverse action letter) indicating the Company has no available loans to offer, per FCRA guidelines.
- iv) Consumer Authorization Details. Company must have an authorization specific to pre-qualification, differing from standard credit authorizations used for the mortgage loan application process, which indicates that the credit report was obtained for pre-qualification purposes.
 - (1) Written authorizations include the following language:

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

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

I understand that by signing this authorization I am providing written instructions to [name of Company] under the Fair Credit Reporting Act authorizing [name of Company] to obtain information from my personal credit profile or other information from Experian. I authorize [name of Company] to obtain such information solely to prequalify me for mortgage loan options.



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

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

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

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

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

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

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

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



c) Example Screens.

i) APS Website / Platform – Order Screen

ii) LOS (Ellie Mae / Encompass) – Order Screen



iii) Online Click to Consent Screen

Borrower Prequalification Authorization

Please Note: This is only a prequalification for a mortgage.

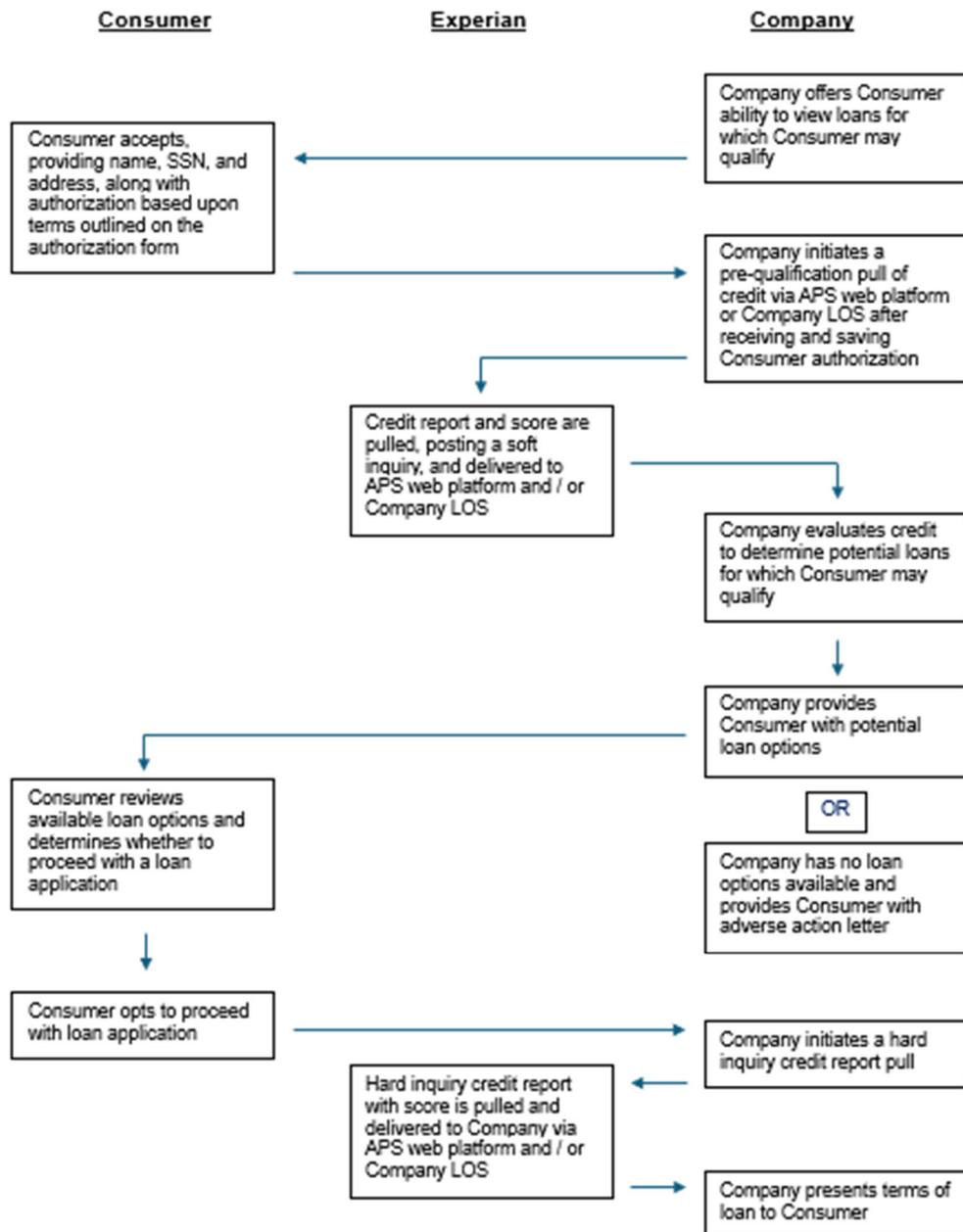
You understand that by signing this authorization you are providing your consent to have credit information pulled in your name in an effort to provide you with potential loan options that may be available to you. A mortgage prequalification is not a mortgage application, but is used to determine an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

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

Check here followed by clicking the 'I AGREE' button to provide consent

Cancel I AGREE

d) Process Flow Chart.





iv. Terms Specific to TransUnion:

- 1) Pre-Qualification Services consists of a consumer reporting transaction pursuant to which Company identifies Company credit products and the accompanying rates, terms, etc. for which the consumer may be qualified. After the pre-qualification decision, Company must present the decision to the consumer for consideration, at which point the consumer – if pre-qualified – can decide whether to move forward with the process. If the consumer is interested in moving forward with the process, he / she must then apply for the product. At this point, this becomes an application for credit, which requires a subsequent credit reporting transaction for underwriting purposes. The above referenced Pre-Qualification Services can only be used in the pre-qualification decision, and neither the above-referenced Pre-Qualification Services nor any intelligence or information derived therefrom can be used for any other purpose whatsoever, including as part of the application process and a following underwriting transaction. Any violation of this restriction shall be deemed a material breach by Company of this Addendum.
- 2) Company agrees to implement and adhere to TransUnion-approved processes to be permitted to utilize Services. Such an approved process for requesting Services via the APS web platform or any Loan Origination System (“LOS”) with which APS is integrated is outlined below.
- 3) Company certifies that it has a permissible purpose and has obtained the written authorization of the consumer to access such consumer's credit information, as defined by Section 604(a)(2) of the FCRA, and agrees to use Pre-Qualification Services for the sole purpose of determining the lending offer(s) for which such consumer may be qualified, and for no other purpose, including underwriting the loan. For avoidance of doubt, being presented with lending offers may result in the consumer's application for credit, and the underwriting of a loan upon a consumer's application for credit requires the Company to obtain a subsequent credit reporting transaction for underwriting purposes. Company shall be prohibited from using information obtained from the Pre-Qualification Services, or information derived therefrom, for underwriting the loan or for any other purpose. Any violation of this use restriction shall be deemed a material breach by Company of the Terms and Conditions.
- 4) “Soft” inquiries will be posted for credit transactions requesting a Pre-Qualification Service. Company acknowledges that a “soft” inquiry posting for Pre-Qualification Services is expressly conditioned on Company's compliance to all restrictions herein, and that any violation of such restrictions will devalue TransUnion's Consumer Reporting Database. As such, any limitation of liability provisions in the Company's Agreement shall not apply to limit Company's liability associated with violations of such restrictions.
- 5) In no event shall Company disclose credit information of any type, including Scores, to consumers obtained in connection with the pre-qualification of potential consumer customers for lending offers using the Pre-Qualification Services provided hereunder.
- 6) In no event may Company use any information that could be used to identify a lender (including, without limitation, lender name or account type) included in Pre-Qualification Services delivered hereunder for the purpose targeting consumer customers of other lenders, including for the purpose of refining or modifying offers.



- 7) Company shall inform a consumer whether or not the consumer has pre-qualified for a lending offer(s) and if so, the lending offer(s) for which the consumer has pre-qualified.
- 8) Company shall at all times maintain complete and accurate records sufficient to substantiate its use of Pre-Qualification Services, including its compliance with the applicable use restrictions, for a period of at least five (5) years after termination of Agreement, and shall make these and all related records available to APS or TransUnion upon APS's or TransUnion's request, which may include providing these records to APS or TransUnion for an off-site review or making these records available for APS's or TransUnion's examination during an on-site review. In the event that the review of Company's records, or APS's or TransUnion's review of its internal records, including Company's transaction history, shows that Company violated any use restriction, Company, without limitation of any other remedies available to APS or TransUnion under law or equity, shall compensate APS or TransUnion for any subsequent use of the Pre-Qualification Services, including any intelligence or information derived therefrom, at APS's or TransUnion's then current rates for credit reports approved for use by APS or TransUnion in underwriting transactions, plus interest at the rate contemplated in the applicable Agreement(s). In addition, Company shall pay all reasonable costs associated with APS's or TransUnion's review of Company's records.
- 9) Pre-Qualification Process - TransUnion. TransUnion requires that all end users of Credit Reports for Pre-Qualification ("Services," or "Pre-Qualification Credit Reports") containing consumer credit information maintained and provided by TransUnion implement and adhere to TransUnion-approved processes in order to be granted the ability to access such Services.

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

a) Process.

- i) Consumer Contact and Authorization. Consumer may contact Company, or vice versa, via the methods outlined below. In each instance, written authorization (wet or e-signature), or suitable alternative, must be obtained from the consumer.
 - (1) In-Person – Consumer receives, signs, and returns a written authorization.
 - (2) Telephone – Consumer receives, signs, and returns a written authorization.
 - (3) Website Inquiry
 - (a) Consumer receives, signs, and returns a written authorization.
 - (b) Alternate Option: Online capture of authorization where details are outlined to the consumer, consumer clicks an "I Agree" button, authorization is date / time stamped and saved as proof of authorization, proof includes verbiage used and consumer identification inquiry information as input by the consumer.



- ii) Obtaining Pre-Qualification Credit Reports. Upon receiving consumer authorization, Company obtains a Pre-Qualification Credit Report regarding the consumer via APS web platform or Company's LOS utilizing a unique account login per the following steps:
 - (1) Company selects 'Pre-Qual Report' from a drop-down of report type options.
 - (2) Company inputs consumer inquiry information (name, SSN, address, date of birth), and submits order.
 - (3) Pre-Qualification Credit Report information is requested from TransUnion, and a "soft" inquiry is posted in Company's name.
 - (4) Completed Pre-Qualification Credit Report is accessed for review via the following:
 - (a) APS web platform – Report is available in the Company's reports list, identified by consumer name and report type (i.e., Pre-Qual Report).
 - (b) Company's LOS - PDF version of the report is returned to the LOS and associated with the consumer's file.
- iii) Review of Credit and Response to Consumer. Company reviews Pre-Qualification Credit Report to determine loan products for which the consumer may qualify and presents loan options to the consumer for review and understanding.
 - (1) If / when the consumer chooses a loan option and requests to proceed with a loan, an application is provided to the consumer. Upon completion of the application, a new credit report is obtained, posting a "hard" inquiry in the Company's name. Company then qualifies the consumer for the loan based upon the new credit report, and proceeds with actions ultimately leading towards the closing of the loan.
 - (2) If, after Company's review of the Pre-Qualification Credit Report, it is determined that the consumer likely does not qualify for any of the Company loan product offerings, the consumer will be presented with written notice (i.e. adverse action letter) indicating the Company has no available loans to offer, per FCRA guidelines.
- iv) Consumer Authorization Details. Company must have an authorization specific to pre-qualification, differing from standard credit authorizations used for the mortgage loan application process, which indicates that the credit report was obtained for pre-qualification purposes.
 - (1) Written authorizations include the following language:

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

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



with any application for credit. A separate mortgage application is required to obtain a mortgage loan. Any rates or loan options provided are not final and are subject to change based upon mortgage application submission.

I understand that by signing this authorization I am providing written instructions to [name of Company] under the Fair Credit Reporting Act authorizing [name of Company] to obtain information from my personal credit profile or other information from TransUnion. I authorize [name of Company] to obtain such information solely to prequalify me for mortgage loan options, and understand the “soft” inquiry will not affect the credit score associated with my credit profile.

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

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

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

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

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

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



- c) Example Screens.
 - i) APS Website / Platform – Order Screen

- ii) LOS (Ellie Mae / Encompass) – Order Screen



iii) Online Click to Consent Screen

Borrower Prequalification Authorization

Please Note: This is only a prequalification for a mortgage.

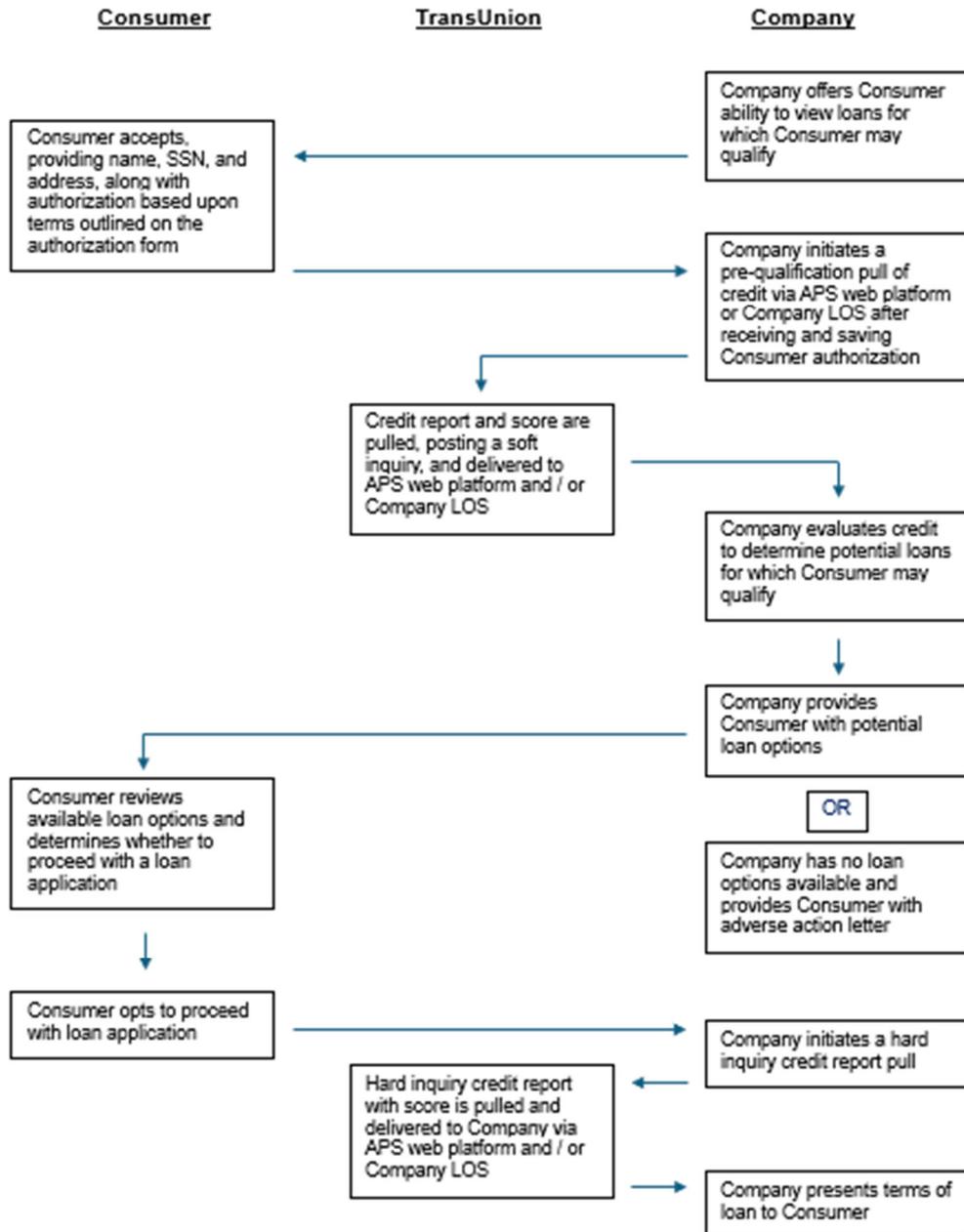
You understand that by signing this authorization you are providing your consent to have credit information pulled in your name in an effort to provide you with potential loan options that may be available to you. A mortgage prequalification is not a mortgage application, but is used to determine an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

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

Check here followed by clicking the 'I AGREE' button to provide consent

Cancel I AGREE

d) Process Flow Chart.





- d. Credit Report – Preapproval
- i. Service Description. Service to assemble a credit report (or “Consumer Report” as defined by the Fair Credit Reporting Act (“FCRA”) (15 USC § 1681 et seq.)) via merging consumer credit information maintained and provided by one or more of the nationwide consumer reporting agencies (Equifax, Experian, and TransUnion; collectively, the “Bureaus”), through their related services (Equifax: Mortgage Pre-Approval Services, Experian: Power Profile Plus™ for Mortgage Services, TransUnion: TruAudience Early Access Soft Check Services), for the specific permissible purpose of determining the lending offers for which a consumer may be approved. APS does not update or alter underlying consumer credit information administered by the Bureaus, and does not maintain a database of information from which new consumer reports are produced. APS does not guarantee the accuracy of the Bureau-provided information, and credit reports may contain tradeline or public record discrepancies based upon varying information provided by each Bureau. Pre-approval credit reports utilize a “soft” inquiry and do not impact a consumer’s credit score.
 - ii. Terms Specific to Equifax
 - 1) Definitions:
 - a) “Consumer” - an individual who resides in the United States and requests a mortgage pre-approval from Company.
 - b) “Consumer Subject” - the consumer who is the subject of the Mortgage Pre-Approval Information.
 - c) “Mortgage Pre-Approval Evaluation” - Company’s review of consumer credit information related to a Consumer Subject, together with verified information (such as income, employment, assets or appraisals) in connection with a consumer application or initiated transaction to determine the amount of the mortgage loan. For the avoidance of doubt, a Mortgage Pre-Approval Evaluation shall not include an evaluation in connection with a Mortgage Pre-Qualification or a mortgage application or origination.
 - d) “Mortgage Pre-Approval Information” - the Equifax Credit Information provided to Company from the Mortgage Pre-Approval Services and includes any Scores.
 - e) “Mortgage Pre-Approval Services” - services that consist of the provision of Equifax Credit Information to Company in connection with a Mortgage Pre-Approval Evaluation, subject to the Mortgage Pre-Approval Terms and Conditions.
 - f) “Mortgage Pre-Qualification” - Company’s review of the consumer credit information related to a Consumer Subject seeking pre-qualification, together with any Consumer-stated information (such as income, employment and assets), and screening such Consumer Subject against Company’s selected criteria for purposes of gaining a preliminary view of the Consumer’s credit worthiness and pre-qualifying the Consumer Subject for a potential relationship involving the extension of credit to the Consumer Subject in the form of a mortgage loan. For the avoidance of doubt, a Mortgage Pre-Qualification Evaluation shall not include an evaluation in connection with a Mortgage Pre-Approval Evaluation or a mortgage application or origination.
 - g) “Scores” - the credit risk scores provided to Company from the Mortgage Pre-Approval Services.



- h) "Undisclosed Debt Monitoring Service" - service that monitors certain specified credit behaviors of the Consumer Subject that has a pending / open Mortgage Pre-Approval Evaluation based on information and changes in the Consumer Subject's credit files with one or more consumer reporting agencies.
- 2) License. Subject to Company's compliance with this section of the Terms and Conditions, APS grants to Company and Company receives a non-transferrable, non-exclusive, revocable license to use the Mortgage Pre-Approval Information within the Permitted Territory solely for the Permitted Use set forth below and not for any other purpose.
- 3) Permitted Use. Company will only use the Mortgage Pre-Approval Information in accordance with this section of the Terms and Conditions and for the following use and no other use (the "Permitted Use"): Company acknowledges that Mortgage Pre-Approval Information consists of consumer reports as defined by the FCRA. Company certifies that it will use the Mortgage Pre-Approval Information only:
 - a) In connection with a Mortgage Pre-Approval Evaluation,
 - b) In accordance with the FCRA and all state law FCRA counterparts,
 - c) In connection with a mortgage credit pre-approval transaction that is initiated by the Consumer Subject, and
 - d) Solely for a single use and for no other purpose.
- 4) Company Representations. Company covenants, represents and warrants the following:
 - a) Company shall:
 - i) Use the Mortgage Pre-Approval Information exclusively within Company's own organization for the Permitted Use and for no other purpose, including credit decisioning purposes, and
 - ii) Use and ensure that any permitted agents of Company access and use Mortgage Pre-Approval Information in accordance with this section of the Terms and Conditions.
 - b) Company shall use the Mortgage Pre-Approval Information in a manner that
 - i) Complies with all applicable federal, state and local laws, rules, regulations and ordinances, including those governing privacy, data protection, fair information practices, public records, marketing to consumers and consumers' rights to privacy;
 - ii) Does not, in any way or for any purpose, infringe any third party's intellectual or proprietary rights, including but not limited to, copyright, patent, trademark, or trade secret; and
 - iii) Is not defamatory, libelous, harmful to minors, obscene, pornographic, unlawfully threatening or unlawfully harassing. Company is solely responsible for all results of its or its employees and permitted agents use of the Mortgage Pre-Approval Information.
 - c) Company shall establish strict procedures so that Company's employees and permitted agents do not access Mortgage Pre-Approval Information except as set forth in this section of the Terms and Conditions and shall comply with all APS or Equifax policies and procedures APS or Equifax makes known to Company from time to time regarding the Mortgage Pre-Approval Services.
 - d) Company shall not merge or combine the Mortgage Pre-Approval Information with information or data from any other source. Company's use of Mortgage



Pre-Approval Information in combination with any other Equifax Information Services or ancillary products, including Undisclosed Debt Monitoring, or with CreditXpert or Rapid Resolve / Rescore, shall be subject to this section of the Terms and Conditions, and shall not be used for final underwriting of the mortgage loan. Company shall only be permitted to reissue the Mortgage Pre-Approval Information to Government Sponsored Entities and lenders adhering to mortgage reissue policies, where secondary use may apply.

- e) Company shall hold all Mortgage Pre-Approval Information licensed under this section of the Terms and Conditions in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever to others except Consumer Subjects to the extent expressly permitted under this section of the Terms and Conditions or as otherwise expressly required by law.
- f) Company shall not reuse Mortgage Pre-Approval Information in any manner, including with respect to any additional transactions or additional Mortgage Pre-Approval Evaluations or other evaluations for the Consumer Subject. Consistent with the preceding sentence, Company shall not use the Mortgage Pre-Approval Information in connection with any Mortgage Pre-Qualification, mortgage origination, or any final mortgage underwriting decision related thereto.
- g) If Company provides Consumer Subjects with access to its mortgage pre-approvals via the Internet, Company shall adopt, publish, maintain and adhere to a privacy policy and upon request, provide APS or Equifax with a copy of Company's privacy policy.
- h) Except as expressly permitted in this section of the Terms and Conditions, Company shall not:
 - i) Sell, convey, license, sublicense, copy, commingle, archive, reproduce, display, publish, disclose, distribute, disseminate, transfer, use or otherwise make available the Mortgage Pre-Approval Information, or any portion thereof, to another in any manner or by any means;
 - ii) Reverse engineer, decompile, modify in any manner or create derivative works from the Mortgage Pre-Approval Information;
 - iii) Interface or connect to the Mortgage Pre-Approval Services with any other computer software or system; or
 - iv) Export nor permit the export of the Mortgage Pre-Approval Information outside of the Permitted Territory.
- 5) Storage. Company may maintain, copy, capture or otherwise retain the Mortgage Pre-Approval Information for one hundred and twenty (120) days only ("Storage Period"); provided that:
 - a) Company will only use the Mortgage Pre-Approval Information for the Permitted Use expressly permitted in this section of the Terms and Conditions;
 - b) Company must physically and logically segregate Mortgage Pre-Approval Information from other consumer reporting agency information; and
 - c) Company must have a formal process for expunging Mortgage Pre-Approval Information after one hundred and twenty (120) days.

APS or Equifax reserves the right to review and approve the technical implementation for Company's access to the Mortgage Pre-Approval Information.



- After the expiration of the Storage Period, Company will not maintain, copy, capture or otherwise retain in any manner any Mortgage Pre-Approval Information.
- 6) Consumer Authentication. Company will assess information that helps identify whether each Consumer who requests a Mortgage Pre-Approval Evaluation from Company is the Consumer Subject of the Mortgage Pre-Approval Information.
 - 7) Disclosing Mortgage Pre-Approval Information to Consumer Subjects. Company will not provide the Mortgage Pre-Approval Information to the Consumer Subject unless expressly required by law or approved in writing by Equifax. In the event that Company discloses the Mortgage Pre-Approval Information to the Consumer Subject, Company shall transmit such information only to the Consumer Subject for which the information pertains, accurately and in its entirety, and include the date the information was last checked or revised by Equifax and the full name and mailing address of the Equifax office identified by the Equifax as providing the information. In the event that the Consumer Subject does not qualify for the mortgage pre-approval for which such Consumer Subject applies or otherwise requests the Mortgage Pre-Approval Evaluation, Company will comply with all applicable laws and regulations requiring adverse action notification to the Consumer Subject (including the provisions of the FCRA, Equal Credit Opportunity Act ("ECOA"), all state law counterparts of them, and all applicable regulations promulgated under any of them).
 - 8) No Unauthorized Representations. Company will make no representations or warranties on behalf of Equifax or relating to the Mortgage Pre-Approval Information except as authorized in writing by Equifax. Upon request, Company will provide its terms and conditions of use applicable to mortgage pre-approvals to Equifax for review.
 - 9) Consumer Handling. Company will refer all Consumers who have questions or disputes Mortgage Pre-Approval Information to Equifax. In no case will Company attempt to, or hold itself out to the Consumer or to the public as being able to handle disputes on behalf of Equifax or to reinvestigate Equifax information.
 - 10) Promotion and Training. Prior to its publication and release, Equifax must review and approve all Company-created advertising, marketing and promotional material that describes the Mortgage Pre-Approval Information, or which refers to the nature or capabilities of Equifax or otherwise mentions or refers to Equifax by name. Equifax will be provided a minimum of twenty (20) business days in which to review such material including any changes thereto.
 - 11) Audit. In addition to any audit or review rights set forth in the Agreement, APS or Equifax may review and audit Company's access to and use of the Mortgage Pre-Approval Services. Such audit rights include, without limitation, the right to review and audit Company's terms and conditions of use applicable to mortgage pre-approvals. In connection with any audits hereunder, APS or Equifax shall have the right, from time to time, to:
 - a) Upon reasonable notice to Company, enter into Company's facilities during normal business hours and conduct on-site audits of Company's compliance with the terms hereunder; and
 - b) Conduct audits by mail, email or similar electronic means that may require Company to provide documentation regarding compliance with the terms hereunder.



Company gives its consent to APS or Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Company's material breach of this section of the Terms and Conditions, constitute grounds for immediate suspension or terminations of Services.

iii. Terms Specific to Experian

- 1) "Power Profile Plus™ for Mortgage Services" are services provided by Experian, via APS:
 - a) To be used by Company, as part of a transaction initiated by the consumer, to determine whether the consumer who is the subject of the report may be eligible for a credit product ("Step 1");
 - b) To be used by Company, in cases where the consumer is presented with one or more credit product options in Step 1 and elects to submit an application for one of the credit product options, to determine whether the consumer is eligible for such credit product in accordance with procedures used by the Company for the type of credit requested ("Step 2").
- 2) In providing the Power Profile Plus™ for Mortgage Services, Experian, via APS, shall:
 - a) For Step 1, log an inquiry in the consumer's Experian file that is only visible to the consumer (i.e., a "soft inquiry"); and
 - b) If the loan proceeds to closing, for Step 2, log an inquiry in the consumer's Experian file that may be visible to parties other than the consumer (i.e., a "hard inquiry").
- 3) Company certifies that it will only request and use the Power Profile Plus™ for Mortgage Services in connection with a credit transaction involving the consumer and involving the extension of credit, and for no other purpose.
- 4) Company agrees and understands:
 - a) That any reminder provided to a consumer via email concerning credit options presented in Step 1 continue to be available for such consumer, and does not contain any Experian information, including Power Profile Plus™ for Mortgage Services; and
 - b) That it is recommended that the second report requested in Step 2 be within 30 days from the date on which Experian provides the first report in Step 1 but in no case be on or after the transaction closing date of the mortgage origination on the same consumer in connection with Step 1.
- 5) Exception to Two-Step Origination Service:
 - a) The credit product in Step 1 (soft inquiry) may not be followed by a credit product in Step 2 (hard inquiry) if Company requests the credit product in Step 1 on behalf of a consumer with the intent to close on a VA Interest Rate Reduction Refinance Loan ("IRRRL") or FHA Streamline Refinance loan.
 - b) If, at any time, the consumer or Company decides to no longer pursue or close on a VA IRRRL or FHA Streamline Refinance Loan and, rather, close on a different mortgage loan product, then the exception to the Two-Step Origination Service no longer applies, and the Company would need to request the credit product in Step 2 that logs a hard inquiry on the consumer's Experian file prior to the closing date of the transaction if the loan proceeds to closing.



- c) If at any time Experian determines Company is not compliant with the conditions outlined above, Experian reserves the right to rescind this exception.
- iv. Terms Specific to TransUnion
- 1) TruAudience Early Access Soft Check Services (“Soft Check Services”). Company understands that Soft Check Services are consumer report transactions which are delivered to Company by APS pursuant to which Company identifies a Company mortgage credit product and the accompanying rates and terms for which the consumer may be qualified, and may also include Company performing initial analysis and verifications (e.g., assets, income) regarding the consumer’s eligibility for the specific mortgage credit product; provided, however that Company cannot make a final credit decision using Soft Check Services (“Soft Check Decision”).
 - 2) Hard Inquiry Requirement. The Soft Check Services are made available subject to the condition that:
 - a) Company communicates its Soft Check Decision to the consumer, and;
 - b) Where the consumer proceeds with a full credit application for the mortgage credit product, Company’s final lending decision is made only pursuant to an additional TransUnion credit report utilizing a hard inquiry on the consumer’s credit file for final underwriting at least ten (10) days prior to finalizing (or similar closing process) on such mortgage credit product.
 - 3) Secondary Use. Company agrees that it may disclose information contained in the Soft Check Services solely as necessary to produce a Soft Check Decision, subject to the following conditions:
 - a) Company engages a third party that is a potential investor with respect to the origination of the specific mortgage credit product and consumer to which the Soft Check Decision applies and solely to complete Company’s Soft Check Decision, and;
 - b) Such potential investor is prohibited from using the information for any purpose other than completing Company’s Soft Check Decision, and is bound by terms of use and non-disclosure that are no less restrictive than this section of the Terms and Conditions to which the Soft Check Services are provided, and
 - c) Any disclosure to such potential investor is limited to the information strictly necessary to enable Company to produce a Soft Check Decision.
 - d) Company provides necessary information for reporting and payment of any secondary use requirements applicable to the Soft Check Services.
 - 4) Neither the Soft Check Services nor any intelligence or information derived therefrom may be used for any other purpose whatsoever, including by Company or any potential investor as set forth in this section of the Terms and Conditions. Any violation of this restriction shall be deemed a material breach by Company of its Agreement with APS. Company is prohibited from using information obtained from the Soft Check Services, or information derived therefrom, for performing final underwriting of the Company’s credit products or for any other purpose. For the avoidance of doubt, Company agrees that the final underwriting of a Company credit product, upon a consumer’s application for credit, requires Company to obtain a subsequent credit reporting transaction from TransUnion for underwriting purposes.



- 5) Upon each request for Soft Check Services, Company shall provide (or have provided) permissible purpose certifications to APS that includes either that: the Company has obtained the written authorization of the consumer to access such consumer's credit information, as defined by Section 604(a)(2) of the FCRA, or Company intends to use the information in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to the consumer, as defined by Section 604(a)(3)(A) of the FCRA.
- 6) Company understands that "Soft" inquiries will be posted for credit transactions requesting Soft Check Services. Company acknowledges that a "soft" inquiry posting for Soft Check Services is expressly conditioned on Company's compliance to all restrictions herein, and that any violation of such restrictions will devalue the source CRA's Consumer Reporting Database. As such, any limitation of liability provisions in Company's Agreement shall not apply to limit Company's liability associated with violations of such restrictions.
- 7) Except as specifically set forth in this section of the Terms and Conditions, Company shall not disclose credit information of any type, including credit scores, to any third parties, including consumers, obtained in connection with the Soft Check Services. Unless and only to the extent required by Sections 609, 611 or 613 of the FCRA, Company shall not share, distribute, or otherwise provide to a consumer any of the consumer's credit information that the Company has obtained from the consumer's credit report, including, but not limited to, information derived therefrom, credit attributes, or credit scores, in its communications with the consumer whose consumer report was obtained, whether such communications are verbal, written or otherwise.
- 8) In no event shall Company use any information that could be used to identify a lender (including, without limitation, lender name or account type) included in Soft Check Services delivered hereunder for the purpose targeting consumer customers of other lenders, including for the purpose of refining or modifying offers.
- 9) Company shall at all times maintain complete and accurate records sufficient to substantiate its use of Soft Check Services, including its compliance with the applicable use restrictions, for a period of at least five (5) years after termination of the Agreement, and shall make these and all related records available to APS or TransUnion upon APS's or TransUnion's request, which may include providing these records to APS or TransUnion for an off-site review or making these records available for APS's or TransUnion's examination during an on-site review. In the event that the review of Company's records, or TransUnion's review of its internal records, including Company's transaction history, shows that Company violated any use restriction, Company, without limitation of any other remedies available to APS or TransUnion under law or equity, shall compensate APS or TransUnion for any subsequent use of the Soft Check Services, including any intelligence or information derived therefrom, at APS's or TransUnion's then current rates for credit reports approved for use by TransUnion in underwriting transactions, plus interest at the rate contemplated in any applicable service agreement(s). In addition, Company shall pay all reasonable costs associated with APS's or TransUnion's review of Company's records.



- e. Credit Report – Supplement
 - i. Service Description. Service to verify, add, or update consumer credit information originally reported by the nationwide consumer reporting agencies (Equifax, Experian, and TransUnion; collectively, the “Bureaus”) on consumer credit reports ordered by the Company via APS. Supplement requests are performed by APS at the specific request of the Company and apply solely to a specific credit report specified by the Company. APS processes Supplement requests through approved documentation from creditors and authorized third-parties or by contacting the creditor directly. Supplement requests (i) do not update consumer information maintained by the Bureaus; (ii) do not update or impact the consumer’s Fair Isaac Corporation (“FICO”) or other credit scores; and (iii) do not update or apply to any other prior or subsequent credit reports regarding the consumer ordered through APS. Supplement requests include the option to add non-traditional credit information, such as utilities, personal notes, and credit references to an existing credit report. Supplement requests do not include notifications, verifications, or corrections due to consumer disputes that APS receives directly from consumers or the Bureaus.
 - ii. Company acknowledges and warrants the following:
 - 1) The Services apply only to consumer credit reports originally ordered via APS;
 - 2) APS will use its reasonable best efforts to process specific requests for Services, but makes no representation or warranty that it can handle every Services request;
 - 3) Updates to consumer credit information via the Services require verification based on information obtained from the consumer or the creditor, court, or other third-party associated with the information in question; and
 - 4) Once consumer credit information is updated via the Services or Company receives a correction pursuant to a consumer dispute, the Company expressly acknowledges and agrees that it will not rely on the original information as a basis for making related decisions regarding the consumer’s credit information.
 - iii. Company will submit to APS only those documents Company reasonably believes to be legitimate, and make every effort to authenticate with the originating source any document about which there exists uncertainty regarding such document’s legitimacy. APS or the Bureaus reserve the right to refuse to process requests lacking acceptable and authentic supporting documentation, or requests where APS determines that the documentation is incomplete or not authentic.
 - iv. Company will make no warranties or guarantees of any kind or nature to the consumer or any third party regarding the Services.
 - v. Audit Rights. Company understands that APS or the Bureaus reserve the right to verify the authenticity of any supporting documentation submitted by the Company pursuant to this Addendum by contacting the author of the document, communicating with APS’s own business contact within the organization purporting to be the author of any document, or by checking court records.
- f. Credit Report – Score Update / Rescore Express
 - i. Service Description: Service to request updates to the consumer credit information maintained by the nationwide consumer reporting agencies (Equifax, Experian, and TransUnion; collectively, the “Bureaus”) and assembled via consumer credit reports ordered by the Company via APS. At the request of the Company, APS submits Score Update requests to the Bureaus through their related services (Equifax: RapidResolve Plus, Experian: Express Request, and TransUnion: QuickCheck) to update the



consumer information maintained by the Bureaus and credit score providers or other credit scores based on the consumer information maintained by the Bureaus. Through their related services, the Bureaus attempt to verify or update information from approved documentation submitted with the request or by contacting the creditor directly. At the Company's request and upon notification from the Bureaus of the completion of a Score Update request, APS orders a new credit report on the consumer from the Bureaus. Score Update requests do not include notifications, verifications, or corrections due to consumer disputes that APS receives directly from consumers or the Bureaus. There are no guarantees that a fulfilled Score Update request will alter a consumer's credit score.

- ii. Company acknowledges and warrants the following:
 - 1) The Services apply only to consumer credit reports originally ordered via APS;
 - 2) APS will use its reasonable best efforts to process specific requests for Services, but makes no representation or warranty that it can handle every Services request;
 - 3) Updates to consumer credit information via the Services require verification based on information obtained from the consumer or the creditor, court, or other third-party associated with the information in question; and
 - 4) Once consumer credit information is updated via the Services or Company receives a correction pursuant to a consumer dispute, the Company expressly acknowledges and agrees that it will not rely on the original information as a basis for making related decisions regarding the consumer's credit information.
- iii. Company agrees that all items in dispute have been reviewed by the consumer prior to submission and that the consumer believes that said disputes are authentic and accurate.
- iv. Company will submit to APS only those documents Company reasonably believes to be legitimate, and make every effort to authenticate with the originating source any document about which there exists uncertainty regarding such document's legitimacy. APS or the Bureaus reserve the right to refuse to process requests lacking acceptable and authentic supporting documentation, or requests where APS determines that the documentation is incomplete or not authentic.
- v. Company understands that, after a Score Update request is successfully completed, the related consumer credit information maintained by the Bureaus may be updated further per scheduled information updates from the creditor or similar, and APS is not responsible or liable for notifying Company of any subsequent changes or additions.
- vi. Company will make no warranties or guarantees of any kind or nature to the consumer or any third party regarding the Services.
- vii. Company certifies that it will not utilize Service for credit repair purposes.
- viii. Any cost or fees paid to APS for Score Update / Rescore Express will under no circumstances be charged back to the consumer, either directly or indirectly.
- ix. Audit Rights. Company understands that APS or the Bureaus reserve the right to verify the authenticity of any supporting documentation submitted by the Company pursuant to this Addendum by contacting the author of the document, communicating with APS's own business contact within the organization purporting to be the author of any document, or by checking court records.



2. Credit Scores

a. General.

Company acknowledges that any score generated by a proprietary model and furnished to Company is the proprietary information of the APS supplier that generated such score. Company shall not attempt, in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by any APS supplier in generating a score or using such supplier's model. National repository suppliers each offer scores developed in conjunction with models developed by Fair Isaac Companies or others (each a "Risk Model") and have made limited warranties with respect to scores, subject to certain limitations, as follows: (a) that the applicable Risk Model is intended to be empirically derived and demonstrably and statistically sound; (b) that to the extent the population to which the Risk Model is applied is similar to the population sample on which the Risk Model was developed, a FICO score may be relied upon to rank consumers in order of the risk of unsatisfactory payments such consumers might present to Company; (c) that so long as the repository provides a Risk Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act (15 USC § 1692 et seq.); (d) THAT THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO A RISK MODEL OR SCORE AND THAT SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THAT MIGHT HAVE GIVEN WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; and (e) that Company's rights under the foregoing warranties are expressly conditioned upon Company's periodic revalidation for the applicable Risk Model in compliance with the requirements of Regulation B as amended from time to time. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF APS OR ANY SCORE SUPPLIER TO COMPANY EXCEED THE LESSER OF THE FEES PAID (1) BY COMPANY TO APS OR (2) BY APS TO THE SCORE SUPPLIER, FOR THE SCORES SOLD TO COMPANY DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE COMPANY'S CLAIM.

b. Equifax Credit Scoring Services

- i. Company agrees to abide by the additional terms and conditions that apply to the following Services:
 - 1) FICO Score is a consumer report credit scoring service based on a model developed by Fair Isaac and Equifax that ranks consumers in the Equifax consumer credit database relative to other consumers in the database with respect to the likelihood of those consumers paying their accounts as agreed ("Score").
 - 2) Pinnacle SM is a credit scoring algorithm developed by Fair Isaac and Equifax that evaluates the likelihood that consumers will pay their existing and future credit obligations, as agreed, based on the computerized consumer credit information in the Equifax consumer reporting database.
- ii. Disclosure of Scores. Company 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. Company may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Company's adverse action against the



- subject consumer. Company must describe the principal factors in a manner which complies with Regulation B of the Equal Credit Opportunity Act ("ECOA").
- iii. ECOA Statements. Equifax reasonably believes that, subject to validation by Company 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. Company must validate the Score on its own records. Company will be responsible for meeting its requirements under the ECOA and Regulation B.
 - iv. 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 Company for any damages, losses, costs, or expenses incurred by Company resulting from any failure of a Score to accurately predict the credit worthiness of Company'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.
 - v. Audit of Models. Company 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, Company will be deemed to have accepted the resulting Score and principal factors delivered. It is Company's sole responsibility to validate all scoring models on its own records and performance.
 - vi. Confidentiality. Company 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. Company may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Company's adverse action against the subject consumer. Company must describe the principal factors in a manner which complies with Regulation B of the ECOA.
 - vii. Further, Company acknowledges that the Score and factors are proprietary and that, except for (a) disclosure to the subject consumer if Company 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, Company will not provide the Score to any other party without Equifax's and Fair, Isaac's prior written consent.



- viii. 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 Company 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.
- ix. Adverse Action. Company 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 Company along with the Score.
- c. Experian Credit Scoring Services
 - i. General Provisions
 - 1) Subject of Terms and Conditions. The subject of these Terms and Conditions is Company's purchase of Scores produced from the Experian / Fair Isaac Model from APS.
 - 2) Application. These Terms and Conditions apply to all uses of the Experian / Fair Isaac Model by Company during the term of the Agreement.
 - ii. Experian / Fair Isaac Scores
 - 1) Generally. Upon request by Company during the Term, APS will provide Company with the Scores.
 - 2) Time of Performance. Experian / Fair Isaac and APS will use commercially reasonable efforts to provide the Experian / Fair Isaac Model as expeditiously as possible and in a timely manner; provided, however, Experian, Fair Isaac and APS will have no liability to Company hereunder for delays in providing such Experian / Fair Isaac Model.
 - 3) 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 or Company to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Company. 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 ECOA.
 - 4) THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN/FAIR ISAAC HAVE GIVEN BROKER OR COMPANY 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 OR COMPANY WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Broker and each respective Company's rights under the foregoing Warranty are expressly conditioned upon each respective Company'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 § 202 et seq.)
 - 5) Release. Company hereby releases and holds harmless APS, Fair Isaac or Experian and their respective officers, directors, employees, agents, sister or affiliated companies, and any third-party contractors or suppliers of APS, Fair, Isaac or Experian from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by Company resulting from any



failure of the Scores to accurately predict that a United States consumer will repay their existing or future credit obligations satisfactorily.

- 6) Fees. APS will charge Company for the Scores as provided for the Agreement between APS and Company.
 - 7) No License. Nothing contained in the Terms and Conditions shall be deemed to grant Company any license, sublicense, copyright interest, proprietary rights, or other claim against or interest in any computer programs utilized by APS, Experian or Fair Isaac or any third party involved in the delivery of the scoring services hereunder. Company acknowledges that the Experian / Fair Isaac Model and its associated intellectual property rights in its output are the property of Fair Isaac.
 - 8) Company Use Limitations. By providing the Scores to Company pursuant to this Agreement, APS grants to Company a limited license to use information contained in reports generated by the Experian / Fair Isaac Model solely in its own business with no right to sublicense or otherwise sell or distribute said information to third parties. Before directing APS to deliver Scores to any third party (as may be permitted by these Terms and Conditions), Company agrees to enter into a contract with such third party that (1) limits use of the Scores by the third party only to the use permitted to the Company, and (2) identifies Experian and Fair Isaac as express third-party beneficiaries of such contract.
 - 9) Proprietary Designations. Company shall not use, or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other proprietary designations of APS, Experian or Fair Isaac or their respective affiliates, whether registered or unregistered, without such party's prior written consent.
- iii. Compliance and Confidentiality
- 1) Compliance with Law. In performing this Agreement and in using information provided hereunder, Company will comply with all Federal, state, and local statutes, regulations, and rules applicable to consumer credit information and nondiscrimination in the extension of credit from time to time in effect during the Term. Company certifies that (1) it has a permissible purpose for obtaining the Scores in accordance with the federal Fair Credit Reporting Act ("FCRA"), and any similar applicable state statute, (2) any use of the Scores for purposes of evaluating the credit risk associated with applicants, prospects or existing customers will be in a manner consistent with the provisions described in ECOA, Regulation B, or the FCRA, and (3) the Scores will not be used for Adverse Action as defined by ECOA or Regulation B, unless adverse action reason codes have been delivered to the Company along with the Scores.
 - 2) Confidentiality. Company will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered hereunder. Company will take reasonable precautions to assure that such information will be held in strict confidence and disclosed only to those of its employees whose duties reasonably relate to the legitimate business purposes for which the information is requested or used and to no other person. Without limiting the generality of the foregoing, Company will take suitable precautions to prevent loss, compromise, or misuse of any tapes or other media containing consumer credit information while in the possession of Company and while in transport between the parties. Company certifies that it will not publicly disseminate any results of the validations or other



reports derived from the Scores without each of Experian's and Fair, Isaac's express written permission.

- 3) Proprietary Criteria. Under no circumstances will Company attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian or Fair Isaac in performing the scoring services hereunder.
 - 4) Consumer Disclosure. Notwithstanding any contrary provision of this Agreement, Company may disclose the Scores provided to Company under this Agreement (1) to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only, and (2) as clearly required by law.
 - 5) Indemnification of APS, Experian and Fair, Isaac. Company will indemnify, defend, and hold each of APS, Experian and Fair Isaac harmless from and against any and all liabilities, damages, losses, claims, costs, and expenses (including attorneys' fees) arising out of or resulting from any nonperformance by Company of any obligations to be performed by Company under the Agreement and Terms and Conditions, provided that Experian / Fair, Isaac have given Company prompt notice of, and the opportunity and the authority (but not the duty) to defend or settle any such claim.
 - 6) Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT AND TERMS AND CONDITIONS, UNDER NO CIRCUMSTANCES WILL APS, EXPERIAN OR FAIR ISAAC HAVE ANY OBLIGATION OR LIABILITY TO COMPANY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY COMPANY, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT COMPANY WAS ADVISED SUCH DAMAGES MIGHT ARISE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF APS, EXPERIAN OR FAIR ISAAC TO COMPANY EXCEED THE FEES PAID BY COMPANY PURSUANT TO THE AGREEMENT AND TERMS AND CONDITIONS DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF COMPANY'S CLAIM.
- iv. Miscellaneous
- 1) Third Parties. Company acknowledges that the Scores results from the joint efforts of Experian and Fair Isaac. Company further acknowledges that each Experian and Fair Isaac have a proprietary interest in said Scores and agrees that either Experian or Fair Isaac may enforce those rights as required.
 - 2) Complete Terms and Conditions. These Experian terms and conditions set forth the entire understanding of Company and APS with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto.
- d. TransUnion Classic™ Credit Risk Score Services
- i. Based on an agreement with TransUnion LLC ("TransUnion") and Fair Isaac Corporation ("Fair Isaac") ("Reseller Agreement"), APS has access to a unique and proprietary statistical credit scoring service jointly offered by TransUnion and Fair Isaac which evaluates certain information in the credit reports of individual consumers from TransUnion'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").
- ii. Company, from time to time, may desire to obtain Classic Scores from TransUnion via an on-line mode in connection with consumer credit reports.
 - iii. Company has previously represented and now, again represents that it is a mortgage company and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC § 1681b) including, without limitation, all amendments thereto ("FCRA").
 - iv. Company certifies that it will request Classic Scores pursuant to procedures prescribed by APS from time to time only for the permissible purpose certified above, and will use the Classic Scores obtained for no other purpose.
 - v. Company will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
 - vi. Company 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.
 - vii. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, APS may, upon its election, discontinue serving the Company and cancel the Agreement, in whole or in part (e.g., the services provided under the TransUnion terms and conditions only) immediately.
 - viii. Company 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.
 - ix. TransUnion and Fair Isaac shall be deemed third party beneficiaries under the TransUnion terms and conditions.
 - x. Up to five score reason codes, or if applicable, exclusion reasons, are provided to Company 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 ECOA and its implementing Regulation ("Reg. B").
 - xi. 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. Company will not publicly disseminate any results of the validations or other reports derived from the Classic Scores without Fair Isaac and TransUnion's prior written consent.
 - xii. In the event Company intends to provide Classic Scores to any agent, Company may do so provided, however, that Company first enters into a written agreement with such agent that is consistent with Company's obligations under the TransUnion terms and conditions. Moreover, such agreement between Company 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 Company 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 TransUnion 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.
- xiii. Company acknowledges that the Classic Scores provided under the TransUnion terms and conditions which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file.
 - xiv. Company 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.
 - xv. The information including, without limitation, the consumer credit data, used in providing Classic Scores under the TransUnion terms and conditions 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 TransUnion, Fair Isaac, nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Company for any claim, injury or damage suffered directly or indirectly by Company as a result of the inaccuracy or incompleteness of such information used in providing Classic Scores under the TransUnion terms and conditions or as a result of Company's use of Classic Scores or any other information or serviced provided under the TransUnion terms and conditions.
 - xvi. Fair Isaac, the developer of Classic, warrants that the scoring algorithms as delivered to TransUnion and used in the computation of the Classic Score ("Models") are empirically derived from TransUnion'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 ECOA and Reg. B promulgated thereunder. Classic provides a statistical evaluation of certain information in TransUnion'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 TransUnion'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.
 - xvii. THE WARRANTIES SET FORTH IN THE AGREEMENT AND THE TRANSUNION TERMS AND CONDITIONS ARE THE SOLE WARRANTIES MADE UNDER THE AGREEMENT AND THE TRANSUNION TERMS AND CONDITIONS CONCERNING THE CLASSIC SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THE AGREEMENT AND THE TRANSUNION TERMS AND CONDITIONS; AND NEITHER FAIR ISAAC NOR TRANSUNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THE



- AGREEMENT AND THE TRANSUNION TERMS AND CONDITIONS OTHER THAN AS SET FORTH IN THE AGREEMENT AND THE TRANSUNION TERMS AND CONDITIONS. THE WARRANTIES AND REMEDIES SET FORTH IN THE AGREEMENT AND THE TRANSUNION TERMS AND CONDITIONS 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.
- xviii. 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 THE AGREEMENT AND THE TRANSUNION TERMS AND CONDITIONS, 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.
- xix. THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO COMPANY, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE, APPLY TO DAMAGES INCURRED BY TRANSUNION OR FAIR ISAAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA OR OTHER LAWS, REGULATIONS OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM COMPANY'S BREACH, DIRECTLY OR THROUGH COMPANY'S AGENT(S), OF ITS OBLIGATIONS UNDER THE AGREEMENT AND THE TRANSUNION TERMS AND CONDITIONS.
- xx. ADDITIONALLY, NEITHER TRANSUNION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT AND THE TRANSUNION TERMS AND CONDITIONS BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANSUNION'S AND FAIR ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THE AGREEMENT AND THE TRANSUNION TERMS AND CONDITIONS, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THE AGREEMENT AND TRANSUNION TERMS AND CONDITIONS, BY COMPANY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.
- xxi. The Agreement and the TransUnion terms and conditions may be terminated automatically and without notice: (1) in the event of a breach of the provisions of the Agreement and the TransUnion terms and conditions by Company; (2) in the event the agreement(s) related to Classic between TransUnion, Fair Isaac and APS 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.
- e. Risk-Based Pricing Disclosure Mailing
- i. Service Description. Service to provide mailings of Risk-Based Pricing Disclosures (“Disclosures”), as required by the Fair Credit Reporting Act (“FCRA”), on behalf of customers to consumers who are the subject of credit reports obtained through APS.
 - ii. Services offered by APS on behalf of the Company do not guarantee Company’s regulatory compliance with the Disclosure requirements of the FCRA or any other federal or state laws. APS offers Disclosure Services as an administrative service to its customers, including Company, to assist in the logistics of processing credit applications and in no way warrants, ensures, guarantees or promises that its Disclosures will satisfy any of Company’s legal disclosure obligations, or any other of Company’s regulatory obligations or duties.
 - iii. APS’s form Disclosures to borrowers are modeled after the model forms contained in Appendix H to 12 CFR § 1022 (Regulation V). Company should consult with its legal counsel to assure Company’s compliance with all laws and regulations pertaining to Disclosures.
 - iv. APS does not warrant the provision of Services shall be error free. Specifically, APS cannot warrant the accuracy of information provided by the nationwide consumer reporting agencies (Equifax, Experian, and TransUnion; collectively, the “Bureaus”) utilized to generate the Disclosures. Also, APS utilizes the borrower’s address information provided by Company in the credit inquiry to provide borrowers with requested Disclosures. As a result, APS cannot guarantee that Disclosures sent to borrowers on behalf of Company will not be misdelivered. In addition, APS does not warrant the accuracy of any information that may lead to the provision of, or failure to provide, a Disclosure to borrowers concerning the failure of an inquiry to return a borrower’s credit history.
 - v. APS does not warrant or guarantee delivery of Disclosures to Company’s customers within a specified time frame. APS will process and dispatch requested Disclosures to borrowers within a “reasonable” amount of time pursuant to the requirements of the FCRA. While APS will make every effort to process and send Disclosures within two (2) business days and no longer than ten (10) business days, delays or errors by the Bureaus, courier services, and other unforeseen delays may result in failures to deliver Disclosures within that time frame.
 - vi. If a Disclosure is returned to APS for any reason, no second mailing attempt will be made, and APS will destroy the Disclosure using commercially reasonable methods.
 - vii. Company acknowledges that the scores included in Disclosures and the factors on which the scores are based are proprietary to the providers of the scores, and Company agrees to hold all scores received from APS pursuant in strict confidence for Company’s exclusive use and not to disclose any score to the consumer or to any third party, except as required under applicable law or as permitted with APS’s written consent. Company may store scores solely for Company’s own use in furtherance of Company’s original purpose for obtaining the scores. Company shall not use the scores for prescreening, model development, or model calibration and shall not reverse engineer the scores.
 - viii. Company may provide the principal factors contributing to a score to the subject of the score when those principal factors are the basis of Company’s adverse action (as



defined under Regulation B (12 CFR § 202, et seq.) (“Regulation B”) promulgated under the Equal Credit Opportunity Act (“ECOA”) (15 USC § 1691, et seq.) against the subject or as otherwise required under applicable law. Where such principal factors are provided to the subject, Company must describe such factors in a manner that complies with all applicable law. Company agrees not to use any score as the basis for an adverse action unless the score factor codes have been delivered to Company together with the score, and Company agrees periodically to revalidate the score as required under Regulation B. Company recognizes that all scores (a) are statistical and may not be predictive as to any particular individual; (b) are not intended to characterize any individual as to credit capability; and (c) other factors must be considered in making a credit decision. No score is intended to characterize any of Company’s applicants or customers as to credit capability, and neither APS nor any score provider guarantees the predictive value of any score with respect to any of Company’s applicants or customers. Scores represent an estimate of credit risk relative to other individuals used by the score provider to develop the score and any predictive value of the score only represents the provider’s opinion based on its point-scoring prediction algorithms, risk models, or other methodology.

- ix. Company understands that the providers of the scores impose specific requirements for Company to use their scores, as set forth in the Terms and Conditions. Company agrees to comply with the specific score requirements. In the event of a direct conflict between the terms of any specific requirements of a score provider and the general provisions of the Agreement or Terms and Conditions, the specific requirements of the score provider shall govern, but only with respect to the provision that is in conflict. In the event that any score provider adds or otherwise modifies its requirements for Company’s use of its score, Company agrees that such terms will automatically be incorporated into the Terms and Conditions and become part hereof, and that by ordering any such score or scores hereunder, Company agrees that such requirements will be binding on Company.
- x. From time to time, APS may make additional credit scores available to Company. In such case, each such additional score Company decides to purchase will be a “Score” for all purposes of the Terms and Conditions, and Company’s use of such Score and related obligations will be governed by the applicable provisions of the Terms and Conditions and any additional terms and requirements imposed by APS or the provider of the Score
- xi. APS shall not be liable in any manner whatsoever for loss or injury to Company or third parties, including any of Company’s customers, related to APS’s provision of, or failure to provide Disclosures to Company’s customers. In the event that the provision of, or failure to provide Disclosures by APS relates to or results in any claims, disputes, or litigation, Company agrees to indemnify, defend and hold APS harmless from any and all liability, damages, costs or expense, including reasonable attorney’s fees, resulting there from due to the actions or inaction of Company or APS.



3. Credit Score Tools
 - a. ScoreNavigator
 - i. Service Description. Solution suite of credit examination tools that provide insight, suggestions, and actions that borrowers can take to improve their credit scores, provided by ScoreNavigator, Inc. via APS.
 - ii. Company may remotely access and use APS's licensed copy of the Services for the sole purpose of accessing one or more accounts created for the Company by APS and generating consumer-specific reports in connection with those accounts consistent with ordinary operation of the Service's functionality. No license of any kind is created.
 - iii. Company may not resell access to or the results from the Services, and may only use the Services for internal business purposes. Company may not change, delete, or omit any information or output generated by the Services.
 - iv. Company represents that it is not a Credit Repair Agency as described under the Credit Repair Organization Act ("CROA"), and that it shall not use, offer, or provide Services or any information derived from Services for use in any credit repair activities as described under the CROA.
 - v. ScoreNavigator, Inc. retains all right, title, and interest in the Services, including all copyright and other intellectual property rights. ScoreNavigator, Inc. is a third-party beneficiary of these Terms and Conditions.
 - vi. Following the purchase of the Services for a particular borrower, the purchaser will have unlimited use of that Service for said borrower for a period of thirty (30) days from the date of the original credit pull.
 - vii. Company acknowledges that use of Services is discretionary, and there are no guarantees that insights or action plans derived from Services will result in indicated scores or desired results.
 - b. FICO Score Mortgage Simulator
 - i. Service Description. Access to Fair Isaac Corporation's ("Fair Isaac" or "FICO") proprietary product, the FICO® Score Mortgage Simulator ("FSMS"), a technology solution designed to enable Company to simulate the impact of potential changes in certain data elements of a mortgage applicant's credit report information to understand the potential, simulated impacts on such mortgage applicant's FICO® Scores based on a set of potential actions identified by the Company.
 - ii. The following terms have the meanings given below:
 - 1) "Active Order Period" - the 30-day period commencing on the date of the first Credit Report pull associated with any Credit Report data in a particular Order, regardless of the date FSMS is accessed or any FSMS Output is generated or accessed.
 - 2) "Applicable Law" - any entity, any law, statute, code, rule, regulation, interpretation, ordinance, directive, regulatory bulletin or guidance, regulatory examination or order, treaty, judgment, order, decree or injunction of any governmental authority that is applicable to or binding upon such entity, which may include but not be limited to, the Credit Repair Organizations Act, 15 USC § 1679, et. seq., and regulations promulgated thereunder and other similar laws ("CROA"), the Fair Credit Reporting Act, 15 USC § 1681 et. seq., as amended and other similar laws ("FCRA"), and, as applicable, any of the foregoing relating to privacy, data protection, or data security.
 - 3) "Authorized User" - an employee of Company that (i) is a mortgage lender, mortgage loan officer, mortgage originator, mortgage broker, or other mortgage



professional that qualifies as a “creditor,” and, for clarity, is not a “credit repair organization” or “consumer reporting agency,” as defined under Applicable Law, (ii) has all necessary rights and consents, including, as applicable, a “permissible purpose” as defined under Applicable Law, to obtain, provide, and use any Credit Report or other information or FSMS Output as part of the Permitted Use, (iii) is authorized to use FSMS for and on behalf of Company, for whom Company is responsible, is bound by the confidentiality and other obligations (e.g., Permitted Use and restrictions on Permitted Use) under these FICO terms and conditions, and (iv) has been issued a valid user identification number or password by Company for use of FSMS.

- 4) “Credit Report” - a single consumer report about a Mortgage Applicant generated by data from one or more of the following nationwide U.S. consumer reporting agencies: Equifax, Experian, and TransUnion.
- 5) “Documentation” - Fair Isaac’s standard, generally available user implementation guide or technical or other manuals for and provided with the Fair Isaac Product, whether in printed or electronic form, as may be amended by Fair Isaac from time to time.
- 6) “Fair Isaac” or “FICO” - the Fair Isaac Corporation.
- 7) “Fair Isaac Product” - a generally available software, component, module, functionality or analytic product, or other technology, of Fair Isaac, which may be licensed for on-premises installation or provided through a SaaS Service.
- 8) “FICO Score” or “FICO® Score” - analytic or other FSMS Output (such as reason codes, where applicable), including a number (e.g., a 3-digit number) or other indicator, representing a risk or other measurement that is calculated by the application of Fair Isaac’s proprietary FICO score scoring software (or other similar technology developed by Fair Isaac, including any scoring algorithm(s) or models embodied therein) that embodies the model(s) of the FICO score analytic(s) to a consumer credit record from a credit database of a nationwide U.S. consumer reporting agency (Equifax, Experian, or TransUnion).
- 9) “FICO Score Mortgage Simulator” or “FSMS” - FICO’s proprietary Fair Isaac Product, the FICO® Score Mortgage Simulator, a technology solution designed to enable an Authorized User to simulate the impact of potential changes in certain data elements of a Mortgage Applicant’s Credit Report information to understand the potential, simulated impacts on such Mortgage Applicant’s Classic FICO Scores (or such other FICO® Score versions as determined by Fair Isaac from time to time), based on a set of potential actions identified by the Authorized User in the solution, to enable the Authorized User to interact with the Mortgage Applicant.
- 10) “FSMS Output” - Output generated through the use of FSMS, including any simulated score or score delta, content generated from simulation scenarios, action plans based on simulations, or other information or content.
- 11) “Mortgage Applicant” - an individual that is a prospective or current mortgage applicant.
- 12) “Order” - a bundle or grouping of data from no more than three Credit Reports in the aggregate and limited to no more than a single Credit Report pulled from each of the three nationwide U.S. consumer reporting agencies (Equifax, Experian, and TransUnion) associated with a unique individual consumer. For clarity, (i) an Order



may only be used to generate FSMS Output with respect to a consumer during the applicable Active Order Period for such Order, and upon expiration of such Active Order Period, a new Order must be obtained for any generation of additional FSMS Output with respect to such consumer, and (ii) FSMS Output may only be used during applicable Output Use Period, and upon expiration of such Output Use Period, new FSMS Output must be generated for any further use of FSMS Output with respect to such consumer.

- 13) "Output Use Period" - the 120-day period commencing on the date of the first Credit Report pull associated with any Credit Report data in a particular Order.
 - 14) "Platform" – refers to as applicable, Credit Interlink, a wholly-owned subsidiary of Ascend Companies, Inc. ("Ascend"), which owns and operates a technology platform through which APS may provide Credit Reports, or other third-party technology platforms through which APS may provide Credit Reports.
 - 15) "Permitted Use" - an Authorized User's (i) internal use of FSMS, during the Term, to generate FSMS Output (in "read only" format) during the Active Order Period, and use of such FSMS Output (and any information related thereto or created from the use thereof) during the Output Use Period, solely for the Authorized User's internal informational purposes with respect to the simulated potential credit outcomes illustrated (and any potential action plan generated by the Authorized User corresponding with such outcomes ("Action Plan")) as part of such FSMS Output resulting from the FSMS's simulation scenarios selected by the Authorized User based on Credit Report or other data that is obtained and used by Company related to the Mortgage Applicant, and (ii) sharing of the Action Plan with the Mortgage Applicant, during the Output Use Period, solely for the Mortgage Applicant's own personal educational and informational use and not for any other use.
- iii. From time to time, Company may request that APS provide access to FSMS, and solely for Company's Authorized Users to access FSMS via APS's front-end technology platform, solely for Company's internal Permitted Use of FSMS to generate FSMS Output solely during the applicable Active Order Period for its Permitted Use of the FSMS Output (and any information related thereto or created from the use thereof) during the applicable Output Use Period and not for any other purpose, including, but not limited to, establishing a consumer's eligibility for credit or insurance or otherwise for any credit or insurance decisioning (e.g., credit or insurance prequalification, prescreening, origination, underwriting, pricing, collections, account review), credit repair activities, initiating or removing a dispute, or requesting or making changes to, a consumer report and at all times in accordance with Applicable Law. APS may use the FSMS Documentation solely for the purpose of exercising the license rights granted under this section of the Terms and Conditions.
 - iv. Fair Isaac reserves all rights not expressly granted to APS. Company acknowledges and agrees that FSMS and FSMS Output (including any actual or simulated FICO Scores) are proprietary to Fair Isaac and that Fair Isaac retains all intellectual property rights in and to FSMS and FSMS Output. Company will only permit use of FSMS (and any FSMS Output) by its employees that are Authorized Users, and represents and warrants that it (and each Authorized User) has all necessary rights and consents, including, as applicable, a "permissible purpose" as defined under Applicable Law, to obtain, provide, and use any Credit Report or other information and FSMS Output in



- connection with use of FSMS. Company shall not (and shall not permit any third party to) (i) in any way use FSMS (or any FSMS Output or Documentation) other than for the license rights and Permitted Use expressly granted in these FICO terms and conditions, including permitting or attempting to gain access to FSMS or data contained therein other than through Authorized Users, (ii) in any way disclose, alter, change, modify, adapt, translate, or make derivative works of FSMS (or any FSMS Output or Documentation), and for clarity, except for the Permitted Use expressly granted in these FICO terms and conditions, no FSMS Output may be disclosed to a consumer or other third party unless Fair Isaac provides written consent in advance of such disclosure, (iii) with respect to FSMS (or any underlying model, scores, FSMS Output, or other Fair Isaac property), actually or attempt to reverse engineer, decompile, disassemble, reconstruct, discover, or reduce any object code to human perceivable form, or modify, or create any derivative works, (iv) sublicense or operate FSMS (or any FSMS Output, documentation, or other Fair Isaac property) for timesharing, rental, outsourcing, or service bureau operations, or otherwise on behalf of any third party, (v) create, disclose to any third party, or publish, performance benchmarking of FSMS (or any underlying model, scores, FSMS Output, or other Fair Isaac property) or comparisons of FSMS (or any underlying model, scores, FSMS Output, or other Fair Isaac property) with respect to any other product or service, (vi) use FSMS or any model, scores, FSMS Output, or other Fair Isaac property) to create or assist others in creating any product or service that is competitive with FSMS or any other Fair Isaac product or service, or to create FSMS Output using any score other than a FICO Score as an FSMS input, (vii) use for any benchmarking, calibration (including attempting to calibrate or align a non-Fair Isaac model or product to a non-Fair Isaac model or product), or for any purpose that may result in the replacement of or reduced or discontinued use of any Fair Isaac product or service, (viii) remove any proprietary notices from the FSMS (or any FSMS Output or Documentation), (ix) transmit to or through FSMS material containing software viruses or other harmful or deleterious computer code, routines, files, scripts, agents, or programs that may damage, intercept or expropriate any data or system, or containing content that may be unlawful, immoral, libelous, tortious, infringing, defamatory, false, or harmful to others or to interfere with or disrupt the integrity or performance of FSMS or data contained therein, (x) disparage Fair Isaac, FSMS, or any of Fair Isaac's products or services, or (xi) use FSMS (or any FSMS Output or Documentation) in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property or other right of any person, or that violates any Applicable Law.
- v. **WARRANTY DISCLAIMER.** Commercially reasonable efforts will be made to provide FSMS in accordance with its Documentation in all material respects. Company must report any breach of this warranty within thirty (30) days after such breach to assert a claim under this section. For any breach of this warranty, the exclusive remedy, and APS's, Ascend's, Platform's, and Fair Isaac's entire liability, shall be at Fair Isaac's option to use commercially reasonable efforts to (a) re-perform the applicable service at no additional fee, or (b) modify FSMS to substantially conform to the Documentation. Except as expressly provided in this Section above, ALL PRODUCTS, OUTPUT, AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, AND FAIR ISAAC HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING



MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, PERFORMANCE OF SERVICES, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, TRADE PRACTICE OR ANY REPRESENTATION REGARDING ANY RESULTS TO BE ACHIEVED, OR ANY PRODUCT OR SERVICE PROVIDED HEREUNDER. FAIR ISAAC DOES NOT GUARANTEE THAT ANY PRODUCT OR SERVICE WILL PERFORM ERROR-FREE OR UNINTERRUPTED. APS AND COMPANY ACKNOWLEDGE AND AGREE THAT FAIR ISAAC DOES NOT CONTROL ANY DATA PROVIDED HEREUNDER, OR ANY TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE FSMS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES AND FAIR ISAAC IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING THEREFROM. Except to the extent expressly stated under this Section above, APS, Ascend, Platform, and Fair Isaac do not warrant that any product, service or deliverable will: (i) meet Company's requirements; (ii) operate in combination with hardware, software, systems or data not expressly specified in writing by Fair Isaac; (iii) meet any performance level, resource utilization, response time, or system overhead requirements; or (iv) operate uninterrupted, free of errors, or without delay. Fair Isaac is not responsible for problems or errors caused by: (a) use of any product, service or deliverable provided by Fair Isaac outside the scope of this Addendum or not used in compliance with applicable documentation; (b) any modification to a product, service or deliverable not made by Fair Isaac; (c) any change in or modification to the operating characteristics of any system or component thereof that is inconsistent with the product or services documentation or specification; or (d) use of any product, service or deliverable with hardware or software that is not indicated in the applicable documentation to be interoperable with the same. Company acknowledges and agrees that Fair Isaac is not a credit repair organization as defined under Applicable Law, and Fair Isaac, FSMS (including any FSMS Output), and any other Fair Isaac product or service, does not provide or perform any "credit repair" service, or advice or assistance, regarding, or for the express or implied purpose of, "rebuilding" or "improving" any credit score, credit record, credit history or credit rating. Company is solely responsible for any results, and its use of any FSMS Output, obtained from the use of FSMS and for conclusions drawn therefrom, and Company shall acknowledge that Company is responsible for the selection of FSMS features (e.g. simulations scenarios) and FSMS Output to achieve Company's intended results. Notwithstanding anything to the contrary, Fair Isaac shall have no liability to Company, or any third party arising from or related to use of or access to FSMS, the FSMS Output, or any use or results thereof.

vi. IN NO EVENT SHALL APS, ASCEND, PLATFORM, OR FAIR ISAAC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY ANY PARTY AND ARISING OUT OF THIS ADDENDUM, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY



- FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND IN NO EVENT SHALL APS', ASCEND'S, PLATFORM'S, AND FAIR ISAAC'S COMBINED AGGREGATE TOTAL LIABILITY UNDER THIS ADDENDUM EXCEED THE AMOUNTS PAID UNDER THIS ADDENDUM DURING THE PRECEDING TWELVE (12) MONTHS FOR THE FSMS (OR FSMS OUTPUT) THAT IS THE SUBJECT OF THE CLAIM(S) OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS. ADDITIONALLY, NEITHER APS, ASCEND, PLATFORM, NOR FAIR ISAAC SHALL BE LIABLE FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
- vii. APS and Company acknowledge and agree that Fair Isaac is a third-party beneficiary hereunder with respect to FSMS, FSMS Output, and other Fair Isaac intellectual property and with fully enforceable rights. Company further acknowledges and agrees that Fair Isaac's rights with respect to FSMS, FSMS Output, other Fair Isaac intellectual property, and all works derived therefrom are unconditional rights that shall survive termination or expiration for any reason.
 - viii. Company shall hold harmless and indemnify at its own expense APS, Fair Isaac, or their Affiliates (and their directors, officers, employees, and agents) from any and all costs or damages arising from Company's infringement of Fair Isaac intellectual property or other breach of the terms of this Addendum.
 - ix. Company hereby grants to Fair Isaac the right and license to use all data ("End User Data"), including consumer records, provided by it (or APS on its behalf) to Fair Isaac, as required by Fair Isaac for Fair Isaac to perform its obligations under these FICO terms and conditions, and as necessary for Fair Isaac to perform services and analysis in connection with FSMS, including for support, and similar purposes. Company represents and warrants that it has sufficient rights in all End User Data as necessary to deliver it to Fair Isaac and permit its use, as contemplated hereunder, and has obtained from all individuals, persons and third parties any required consents and authorizations, and has provided all required notices with respect to the collection, retention, disclosure and use of the End User Data, as contemplated hereunder that may be required under Applicable Law, including but not limited to applicable privacy rules and policies.
 - x. APS reserves the right to modify the terms of these FICO terms and conditions as necessary to comply with changes imposed by Fair Isaac on APS. APS will endeavor to give Company reasonable notice of such changes before such changes are implemented, but such prior notice shall not be necessary for such changes to take effect. Company may terminate the Services at any time after notification of a change to the terms of these FICO terms and conditions in the event Company determines that such changes are not in its best interest.
 - xi. Trademarks. Company acknowledges and agrees that the trademarks, trade names, product names, brands, logos, and service marks ("Marks") for Fair Isaac Products (and any FSMS Output), all other Marks of Fair Isaac, and the FICO Brand are, and shall remain, the exclusive property of Fair Isaac. Company shall comply with Fair Isaac's reasonable and customary brand, trademark and display requirements (e.g., trademark use and display requirements) as provided by Fair Isaac from time to time. (A current copy of such requirements is included in the Terms and Conditions and has been provided to Company.) Accordingly, Fair Isaac will have an appropriate review



and approval of any materials displayed or provided to any current or prospect client or other approved third party. All use of the FICO Brand will accrue solely to the benefit of Fair Isaac. Upon any expiration or termination of this Addendum, the rights and licenses under this Section shall automatically terminate, and Company shall cease all such licensed use of the FICO Brand.

xii. Fair Isaac Brand, Trademark Display and Marketing Requirements. FICO® Score Mortgage Simulator Branding, Trademark, Display, and Marketing / Requirements provide specifications for Company using the FICO® Score Mortgage Simulator and related FICO materials and may be modified by FICO from time to time. These requirements apply to all communication channels or media, including print, digital or electronic (i.e. desktop, mobile, etc.).

1) Brand and Display Requirements

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

i) FICO® Score

(1) If being used to reference the general product within general copy or marketing communications:

(a) FICO® Score" or "FICO® Scores" (in general reference when referring to more than one FICO® Score, being one version from more than one of the nationwide U.S. consumer reporting agencies (Equifax, Experian, and TransUnion), or multiple versions from one or more of the nationwide U.S. consumer reporting agencies (Equifax, Experian, and TransUnion)).

(b) At the earliest appropriate point, there is a requirement to communicate the FICO® Score (type / version) being provided in the product(s).

(c) Use "FICO® Score (and version number)" (for example "FICO® Score 4") when referencing a specific version of the score.

(d) For avoidance of doubt, FICO by itself cannot be used when referencing the FICO® Score. FICO by itself means the company.

(e) Never modify trademarks: Trademarks must be used consistently and should never be modified or used in a different form. That means no hyphenation, combination or abbreviation, and trademarked names should not be pluralized or used as possessives.

(i) Correct: FICO® Score 2 based on Experian data

(ii) Incorrect: ABC Reseller's FICO® Score Mortgage Simulator, real FICO® Score, genuine, FICO® Score, free FICO® Score, etc.

ii) FICO® Score Mortgage Simulator

(1) If being used to reference the general product within general copy, or marketing communications:

(a) This product should always be referenced as "FICO® Score Mortgage Simulator"

(b) Modifiers are not permitted (example "ABC Reseller's FICO® Score Mortgage Simulator")



- (c) When referencing the score versions supported by FICO® Score Mortgage Simulator, the following should be listed (FICO® Score 2, FICO® Score 4 and FICO® Score 5).
 - iii) Display of FICO® Score Mortgage Simulator access link / button on Company's portal.
 - (1) Access to the FICO® Score Mortgage Simulator for the Authorized User must be made available in a prominent, clear and unambiguous way on the Company's portal.
 - (a) The button or link must clearly communicate that clicking it will take the user to the "FICO® Score Mortgage Simulator" (or "FICO® Score Simulator").
 - (b) It must clearly include "FICO® Score Mortgage Simulator" or "FICO® Score Simulator" in the link or on the button.
 - (c) Where possible, the link or button to access the FICO® Score Mortgage Simulator should be as close to the location FICO Scores are normally displayed in the Company's portal.
 - (d) If competing solutions are made available on the same screen, the competing solutions must be identified in a manner that does not imply they use or simulate FICO® Scores unless approved in writing by FICO.
 - (e) FICO will have the right to review and approved FICO content.
- b) FICO® Trademarks and Usage Requirements
 - i) How to use Fair Isaac trademarked names and symbols
 - (1) Treat trademarks as adjectives: Trademarks should be used as adjectives modifying nouns. These noun "descriptors"—such as "Service" or "Score"—should be used consistently each time you use the trademarked name.
 - (a) Example: FICO® Score, FICO® Score Mortgage Simulator
 - ii) When and where to use trademark symbols
 - (1) On just about everything: Trademark symbols should be included on product packaging, emails, websites, signage, presentations, press releases and any other external use.
 - (2) On first use: Always include the appropriate symbol (® or ™ or SM) the first time a trademark is used in a document, once in each section page and the first use in each graphic.
 - (a) Exceptions: Symbols are not necessary in the headlines of press releases and articles, or in quotes.

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

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



(b) Example: FICO® Score La puntuación utilizada por los otorgantes de credito™

iii) Using “FICO” with product names

(1) Always include the FICO name with FICO® Scores and other scoring products (e.g., FICO® Score 2, FICO® Score Mortgage Simulator, etc.).

(2) Which symbol to use: Whether the FICO name needs a symbol, and whether it is ® or ™, depends on how it is being used. The following rules apply:

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

iv) Trademark and copyright language

(1) When any FICO trademarks are used, you should always acknowledge that FICO owns the trademark. This includes reference to FICO® Scores in marketing and advertising items such as promotional emails, banner ads, or pages with buttons. The following language is acceptable: “FICO and [Insert other FICO Marks used that appear in front of a ® or ™ sign] are trademarks or registered trademarks of Fair Isaac Corporation in the United States and other countries.”

(a) Examples:



- (i) If the page has FICO, FICO® Score, and the tagline “The score lenders use” on it, then you must include: FICO and “The score lenders use” are trademarks or registered trademarks of Fair Isaac Corporation in the United States and other countries.
- (2) The trademarks that you are most likely to be using are: FICO® Score, FICO® Score Mortgage Simulator and ‘The score lenders use®’. Anytime you use these, trademark acknowledgment will be required as described above.
- (3) FICO, as it refers to the company, should only be used without the registered trademark and in the trademark acknowledgment (FICO is a registered trademark of Fair Isaac Corporation in the United States and other countries.).
- (4) Whenever FICO® Score is used, it should have the registered trademark symbol in superscript (®) and have capital ‘S’ for ‘Score’. This is applicable to every instance of FICO® Score, and not just the first reference on the page. These are product names for which FICO has registered trademarks.

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

- (5) Within an actual customer score display (3-digit score):
 - (a) FICO® Score (#) based on (nationwide U.S. consumer reporting agency) data as of xx/xx/xxxx
- (6) If referencing the general product associated with a specific nationwide U.S. consumer reporting agency:
 - (a) FICO® Score 2 based on Experian data
 - (b) FICO® Score 5 based on Equifax data
 - (c) FICO® Score 4 based on TransUnion data
- c) Marketing Requirements. The following are FICO-related marketing requirements to be incorporated in all material created by the entity marketing and advertising the FICO® Score Mortgage Simulator. Marketing and advertising includes the following types of media: all forms of online, radio, television, billboard, movie, video, news releases, email, social media and print (brochures, flyers, product and solution fact sheets, printed statements, newspaper, magazine, newsletters, etc.), PowerPoint or other presentations for public display or distribution used to promote FICO® Score solution being offered.
 - i) Permitted Marketing Terms / Uses
 - (1) The distributing entity shall use reasonable efforts to market and promote the FICO® Score Mortgage Simulator to their customers and prospective customers. The marketing and advertising shall be performed in a clear, positive and informative manner.
 - (2) Under no circumstances may the FICO® Score Mortgage Simulator be advertised in any channel (e.g., website) with any content, nor may the



marketing and advertising materials reference any content, that is in any way unlawful, offensive, harmful (including to minors), threatening, defamatory, obscene, pornographic, harassing, or racially, ethnically, or otherwise unsuitable or objectionable.

- (3) The marketing and advertising content must clearly communicate that the distributing entity is the source and distributor of the marketing content
- (4) Any text-based reference to the word FICO® Score or FICO® Score Mortgage Simulator, or use of FICO® Score logos, in general marketing copy must be of a size and position equivalent or larger to that of the distributing entity reference in that same material.
- (5) Reference to the FICO® Score and FICO® Score Mortgage Simulator can only be made if Company is prominently incorporating the FICO® Score Mortgage Simulator in its offering and reference must clearly direct entities to the FICO® Score Mortgage Simulator and not to competing product offerings
- (6) The call to action in the marketing materials must lead to a web page, phone number or other destination where the FICO® Score Mortgage Simulator is prominently available and distinct and separate from other similar or competing products.
- (7) The FICO® Score Mortgage Simulator cannot be marketed or compared with similar non-FICO solutions without prior written approval by FICO.
- (8) Any marketing of FICO® Score Mortgage Simulator must be separate and distinct from other similar score simulator solutions.
- (9) Copying or mimicking any “look and feel” (color, images, style, etc.) of FICO’s websites (including myFICO.com or FICO.com) or other branding is prohibited.
- (10) Company agrees to only use Fair Isaac marks within meta-tags or other non- displayed coding of the distributing entity’s website or use any Fair Isaac marks while using any other Internet search engine enhancement techniques (i.e., tactics which use the Fair Isaac marks to influence the distributing entity’s website’s appearance on search engine results) only on pages where entities can access the FICO® Score Mortgage Simulator that is prominently displayed within the page content.
- (11) Company may not bid for any Fair Isaac brand terms in any “broad match” or “broad match modified” or “direct match” or “exact match” or similar keyword search marketing, including the following terms “FICO” or “FICO.com” or “www.FICO.com” or “FICO® Score” or “FICOScore” or “FICO® Scores” or “FICOScores” or “FICO Credit Score” or “FICOCreditScore” “myFICO” or “myFICO.com” or “www.myFICO.com” or “My FICO” or “My FICO® Score” or “myFICOScore” or “FICO Identity” or “FICOIdentity” (or any misspellings or derivatives) unless approved in writing in advance by FICO, or otherwise expressly permitted in your underlying license agreement with FICO.



- (12) Use of FICO trademarks in main domains is prohibited. Use of FICO trademark in any URL must be only on pages where the consumer can access the solution containing a FICO® Score that is prominently displayed within the page content.
- (13) FICO trademarks must be used in accordance with our trademark policies (as outlined in this document).
- (14) Company shall prepare, produce and distribute marketing and advertising materials at its sole cost and expense.
- (15) All marketing, advertising and promotional content and materials created must comply with FICO guidelines.
- (16) Company must submit in advance copies of any marketing and advertising materials that reference any FICO trademark and receive FICO approval unless approved in writing in advance by FICO and only to the extent expressly permitted in your underlying license agreement with FICO. Unless otherwise expressly provided in your underlying license agreement with FICO, FICO reserves the right to (i) request copies of any marketing and advertising materials that reference any FICO trademark, and (ii) require changes to any marketing and advertising materials that reference any FICO trademark.
- (17) Unless otherwise expressly provided in your underlying license agreement with FICO, in the event of any non-compliance with these guidelines, (i) FICO may immediately suspend or terminate your licenses to use any FICO trademarks, or any related materials in any marketing or advertising, and (ii) upon such suspension or termination you shall cease all such use of the FICO trademarks and any related materials.

4. Tax Return Verification

a. Income Verify / 4506-C

- i. **Service Description.** Submission of completed Internal Revenue Service (“IRS”) Form 4506-C, provided by the Company and executed by the taxpayer, for requesting transcripts or copies of taxpayer’s personal or business tax information, including IRS forms 1040, 1065, 1120, and W2, as specified by the Company, through the IRS’s Income Verification Express Service (“IVES”). APS will provide an Income Verify / 4506-C report (“Report”) with the tax transcript information.
- ii. Company agrees to submit requests for Services per the IRS’s requirements for participants of its IVES program, including providing a completed and executed 4506-C form, as published by the IRS.
- iii. Company shall include in each request for Services all information and documents required by APS. Company must submit a fully completed IRS Form 4506-C (that has been completed in accordance with all applicable provisions of the Internal Revenue Code, IRS rules, regulations, orders, determinations and revenue rulings, and other federal pronouncements), the subject(s) must sign and date such form, and Company must provide APS with a copy of such signed form by agreed upon means.
- iv. Company must keep each subject’s signed original IRS Form 4506-C for at least five (5) years after receiving the Services on the subject, and provide copies to APS upon request.



- v. Company agrees that it will order and use the Services (or information contained therein) only for lawful purposes under and in accordance with applicable federal law including, without limitation, applicable provisions of the Internal Revenue Code, IRS rules, regulations, orders, determinations and revenue rulings, and other federal pronouncements. Company acknowledges and agrees that APS's sole activity related to the Services shall be the submission of IRS Form 4506-Cs (or information contained therein) to the IRS and the transmittal to Company of the resulting Reports (or information contained therein). Company acknowledges and agrees that APS will not assemble or evaluate the Reports (or information contained therein), but, rather, will simply forward to Company the Reports (or information contained therein) that it receives.
- vi. Company understands that regulatory agencies or third parties, including but not limited to the IRS, may periodically audit Company directly or via APS regarding the usage of Services and information supplied in obtaining Services. Company understands that audits may entail contacting the consumer to verify Services were performed with their consent and information supplied in requesting services was accurate. Company will provide full cooperation during audits and will be responsible for assuring full cooperation of its employees. Non-responses of Company regarding such efforts within reasonable timeframes may result in suspension of Services until resolved. Violations discovered in the course of an audit are subject to immediate action including, but not limited to, Company's remediation, suspension or termination of Services, legal action, and referral to federal, state, or local regulatory authorities.
- vii. Company certifies that it has procedures and policies in place to validate the identities of all individuals authorized to submit and retrieve IRS transcripts on behalf of the Company, including the collection, verification, and maintenance of the following information for each individual, and understands that Company may be required to provide documentation of the methods and results of the validations upon request.
 - 1) Name;
 - 2) Date of birth;
 - 3) Address;
 - 4) Social Security Number ("SSN");
 - 5) Email address; and
 - 6) Phone number.
- viii. Electronic Signature Requirements. If Company receives and accepts 4506-C forms signed electronically, such signatures must be obtained in accordance with all applicable provisions of the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act") (15 USC § 7006) and IRS rules and regulations, all of which may be updated from time to time. Company understands that APS may require Company to confirm Company's electronic signature technology adequately conforms to such requirements prior to requesting Services.
- ix. Company acknowledges and agrees that the IRS will charge APS for, and fees are still due and payable for, incomplete, rejected, fraudulent, duplicate and otherwise forms not able to be processed. Forms must also conform in all material respects with APS's written instructions, as modified from time to time, such modification to be effective upon written notice thereof.
- x. Company acknowledges that the IRS requires Company to provide to APS the last 4 digits of the SSN of the Company's designated representative.



- xi. Day 1 Certainty® Program. Company appoints APS as its limited agent solely with respect to reissuing the Services to Fannie Mae in connection with the Day 1 Certainty® program (“D1C Program”). Company authorizes APS to reissue to Fannie Mae Services that are requested pursuant to the process set forth below.
 - 1) Acknowledgement: Company acknowledges and understands that any decision by Fannie Mae to grant Company representation and warranty relief (or any other benefit or relief) in connection with the D1C Program is solely the decision of Fannie Mae. APS does not have any responsibility in connection therewith.
 - 2) Ordering Process:
 - a) Company orders Services from APS;
 - b) APS provides Services report with a Reference ID;
 - c) Company supplies the Reference ID to Fannie Mae’s D1C platform;
 - d) Fannie Mae then requests the data related to the report from APS via Reference ID;
 - e) APS supplies the report data to Fannie Mae.
 - 3) Commencement Delay: Company acknowledges and understands that the commencement of the D1C Services may be delayed pending final approvals from Fannie Mae. APS shall not have any liability in connection with any delay in the commencement of the D1C Services.
 - 4) Termination of D1C Services: The D1C Services shall automatically terminate on the date that Fannie Mae ceases the D1C Program or the date that APS or its affiliate(s) ceases being a participant in the D1C Program, if either date occurs prior to the termination or expiration of the Agreement. In either event, APS shall endeavor to provide Company with advance notice as is reasonably practicable under the circumstances. Any termination of the D1C Services shall not otherwise have any effect on the provision of any other Services or any other term or condition of any fee schedule, statement of work, or the Agreement.
- b. Halcyon
 - i. Service Description. Submission of completed Internal Revenue Service (“IRS”) Form 8821, provided by the Company and executed by the taxpayer, for requesting transcripts or copies of taxpayer’s personal or business tax information, including IRS forms 1040, 1065, 1120, and W2, as specified by the Company.
 - ii. Limited Warranty for Hosted Application Software. Halcyon warrants that Halcyon shall use commercially reasonable efforts to prevent the Services, Company’s use thereof, and any data or reports downloaded therefrom by Company from containing or introducing into Company’s systems any time bomb, Trojan horse, back door, worm, virus, malware, spyware, ransomware, or other device or code designed or intended to, or that could reasonably be expected to, (a) disrupt, disable, harm, or otherwise impair the normal and authorized operation of, or provide unauthorized access to, any computer system, hardware, network, or device; or (b) damage, destroy, or prevent the unauthorized access to or use of any data or file of Company.
 - iii. Disclaimer of Product Warranties. THE SOFTWARE AND SERVICES PROVIDED BY HALCYON ARE PROVIDED “AS IS” WITHOUT ANY STATUTORY OR IMPLIED WARRANTY OF ANY KIND AND NO OTHER WARRANTIES, GUARANTEES, CONDITIONS OR REPRESENTATIONS, WHETHER IMPLIED, STATUTORY OR OTHERWISE, ARE MADE. HALCYON EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF



- MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND UNINTERRUPTED, ERROR-FREE USE. HALCYON DOES NOT WARRANT THAT THE SOFTWARE OR THE SERVICE WILL MEET THE REQUIREMENTS OF APS OR COMPANY OR OPERATE IN COMBINATIONS WHICH MAY BE SELECTED FOR USE BY COMPANY.
- iv. Suspension / Termination Based on Threat of Infringement. In the event that either Halcyon, APS, or Company is threatened in writing or is sued for infringement or violation of any third-party intellectual property right relating to the performance of the Services, then the party receiving the threat or lawsuit shall notify the other party within five (5) days of receipt. In such an event Halcyon may, at its option and by providing written notice to APS, either (a) suspend access to the Services until the threat is removed to the reasonable satisfaction of Halcyon or the lawsuit dismissed or, (b) if the threat is not resolved or the lawsuit dismissed within three (3) months of Halcyon receiving notice thereof, Halcyon may terminate Services by providing notice in writing to APS.
 - v. Suspension of Services. Halcyon may suspend or restrict access to the Services, in whole or in part, upon notice to APS if: (a) Halcyon reasonably believes that Company has violated applicable law or regulation, or the continued access may cause Halcyon to violate applicable law or regulation, which may have a potentially adverse effect on Halcyon or its other customers; (b) Halcyon reasonably believes that it is necessary to protect the servers, systems, infrastructure, data, or information of Halcyon or its respective third-party providers or other customers, from a denial of service attack, security breach, introduction of a virus or other malware, ransomware attack, or similar event; or, (c) requested or ordered by a law enforcement agency, government agency, or similar authority.
 - vi. Company understands that Halcyon will use commercially reasonable efforts to maintain availability of the Services for access twenty-four (24) hours a day, seven (7) days a week, except for regularly scheduled maintenance periods occurring Tuesday and Thursday mornings from 1:00 AM EST to 5:00 AM EST and Sunday mornings from 1:00 AM EST to 6:00 AM EST, as well as any other maintenance periods deemed necessary by Halcyon.
 - vii. Company understands that regulatory agencies or third parties, including but not limited to the IRS, may periodically audit Company directly or via APS regarding the usage of Services and information supplied in obtaining Services. Company understands that audits may entail contacting the consumer to verify Services were performed with their consent and information supplied in requesting services was accurate. Company will provide full cooperation during audits and will be responsible for assuring full cooperation of its employees. Non-responses of Company regarding such efforts within reasonable timeframes may result in suspension of Services until resolved. Violations discovered in the course of an audit are subject to immediate action including, but not limited to, Company's remediation, suspension or termination of Agreement, legal action, and referral to federal, state, or local regulatory authorities.



5. Social Security Number Verification / SSN Verify / SSA-89
 - a. Service Description. Submission of completed consent form (“Form SSA-89” or “Consent”), provided by the Company to APS, to the Social Security Administration (“SSA”) electronic Consent Based Social Security Number Verification (“eCBSV”) program for confirmation that the name, SSN, and date of birth that the Company provided match the information in the SSA database (“SSN Verification”).
 - b. Company acknowledges that it must register and certify directly with the SSA, and provide APS with evidence of completion, prior to utilizing Services. APS will provide eCBSV registration information to Company for this purpose.
 - c. Company understands that legal authority for SSA disclosing SSN Verifications to APS and Company is the SSN holder’s written, including electronic, consent as authorized by the Privacy Act at 5 USC § 552a(b), section 1106 of the Social Security Act, codified at 42 USC § 1306, and SSA regulation at 20 CFR § 401.100, and Section 215 titled, “Reducing Identity Fraud,” of the Economic Growth, Regulatory Relief, and Consumer Protection Act, (Pub. L. No. 115-174), as amended (the “Banking Bill”).
 - d. Company must submit requests for Services only: (1) pursuant to the Consent, including electronic, received from the SSN holder; and (2) in connection with a credit transaction or any circumstance described in section 604 of the Fair Credit Reporting Act (“FCRA”) (15 USC § 1681b).
 - e. Company must obtain from each SSN holder, and provide to APS, a fully completed, signed (electronically or wet), and valid Consent that meets SSA’s requirements and regulations in the exact form provided by the SSA without alteration as the SSA may amend from time to time.
 - f. Company must not alter the Consent either before or after the SSN holder signs the Consent. If the SSN holder later changes the period during which the Consent is valid, the Company may not rely upon the Consent to request Services unless the SSN holder annotated and initialed this change in the space provided on the Consent, including by a new electronic signature meeting requirements set forth in this Addendum. Alterations do not include fax date / time stamps, barcodes, quick response codes, or tracking / loan numbers added to the margin of a form.
 - g. Company must not rely upon the Consent to request Services unless the request is submitted within the time specified on the Consent, either ninety (90) calendar days from the date the SSN holder signs the Consent, or by an alternate date established on the Consent.
 - h. Company must track its own activities associated with obtaining Consent and initiating requests with APS.
 - i. Company will inform all employees with access to SSN Verifications or Consents of the confidential nature of such information and the administrative, technical, and physical safeguards required to protect such information from improper disclosure. Company will store such information in an area that is physically safe (i.e., password protected hard drive, USB drive or disk) from unauthorized access at all times.
 - j. Company is responsible for authorization, tracking, and misuse by employees. Company shall process all SSN Verifications or Consents to which it has access in a manner that will protect the confidentiality of the records; track the dissemination of the records; prevent the unauthorized use of SSN Verifications and Consents; and prevent access to the records by unauthorized persons.



- k. Company acknowledges that the SSA's SSN Verification verifies that the data provided by the Company matches or does not match the data in SSA records, and that SSA's SSN Verification does not authenticate the identity of the SSN holder or conclusively prove that the SSN holder is who the SSN holder claims to be.
- l. Company agrees to use the Services only for the purpose stated in the Consent form, and make no further use or re-disclosure of the Services.
- m. Company understands that it must return any Consent that does not meet requirements to the SSN holder with an explanation of why the Consent is deficient.
- n. Company warrants that it will not alter or edit any information returned via the Services in any manner.
- o. Electronic Signature Requirements
 - i. If Company receives and accepts Consents signed electronically, such signatures must be obtained in accordance with all applicable provisions of the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act") (15 USC § 7006), SSA rules, regulations, orders, determinations, and terms provided herein, all of which may be updated from time to time.
 - ii. Company understands that the SSA does not require Company to use specific technology to implement an electronic signature on a Consent, so long as the electronic signature meets the definition of and all applicable requirements set forth in the E-SIGN Act, including the following:
 - 1) Company must use a form of electronic signature consistent with the E-SIGN Act.
 - 2) The electronic signature must be executed or adopted by a person with the intent to sign. It must be clear to the SSN holder, either in the Consent or elsewhere in the signing process, that the SSN holder is signing Consent for an SSN verification via the SSA.
 - 3) The electronic signature must be attached to or logically associated with the Consent being signed, and where applicable, have the capability for an accurate and unaltered version to be retained by the parties involved.
 - iii. Company must ensure that the electronic signature be associated with the Consent in a manner that allows for the establishment that a specific person applied a particular electronic signature to a specific electronic record, at a specific time, and with intent to sign the electronic record.
 - iv. Company must ensure there is a means to preserve the integrity of the electronic signature by retaining and implementing safeguards to prevent it from being modified or altered in accordance with the requirements set forth in this Addendum.
 - v. Regardless of the method Company uses to preserve the integrity of the electronic signature and Consent, there must be a means to retrieve and reproduce legible, accurate, and readable hard or electronic copies of the Consent reflecting all electronic signature requirements for auditing and monitoring purposes under the Banking Bill and the Privacy Act of 1974, as amended.
 - vi. By submitting an electronically signed Consent, Company attests that Company has obtained, will maintain, and will retain in accordance with retention provisions herein provided, all required electronic signature supporting documentation (i.e., audit logs, certification of completion, etc.) providing proof of the consumer's authorization to use an electronic signature as it relates to such submitted Consent.



- p. Requests from SSN Holder's Parents or Legal Guardians
 - i. Company can submit requests for Services based on a Consent signed by the legal guardians of adults, and parents or legal guardians of children under age 18 when two criteria are met: The parent or legal guardian has signed a Consent and the parent or legal guardian has submitted documentation to the Company that proves the relationship. If the request is for a minor child (under age 18), a parent or legal guardian must sign the Consent and provide a birth certificate or court documentation proving the relationship. If the request is for a legally incompetent adult, a legal guardian must sign the Consent and provide court documentation proving the relationship.
 - ii. Company may accept Consent signed by a third party with power of attorney only if the SSN holder signs the papers granting the power of attorney and those papers state exactly what information SSA can disclose to Company. A third party without a power of attorney or with a power of attorney that does not meet the criteria described in this section (e.g., a spouse, an appointed representative, an attorney) is not authorized to execute Consent on the SSN holder's behalf.
 - iii. Company shall retain proof of the relationship, e.g., a copy of the birth certificate or court documentation proving the relationship. The evidence of the relationship should be stored in such a manner that an auditor could ascertain whether Company had both the Consent and evidence of the relationship before requesting Services.
- q. Retention
 - i. Company must retain Consents, SSN Verifications, evidence documenting specific purpose, required electronic signature documentation, and related supporting documentation for a period of five (5) years from the date of the request for Services, either electronically or in paper form. Company must be able to provide APS or the SSA with a copy of such information when requested.
 - ii. Company must protect the confidentiality of such information, and protect all records from loss or destruction.
 - iii. Company shall restrict access to Consents and SSN Verifications to the minimum number of employees and officials, as needed.
 - iv. If Company obtains and retains Consent in paper format, Company must store the Consent in a manner that meets all regulatory requirements.
 - v. If Company obtains Consents electronically, or chooses to convert original paper copies of Consents to electronic versions, Company must retain the Consents in a way that accounts for integrity of the Consents and: (1) password protect any electronic files used for storage; (2) restrict access to the files to the only necessary personnel; and (3) put in place and follow adequate disaster recovery procedures. SSN Verifications must also be protected in this manner.
 - vi. When storing a Consent electronically, Company must destroy any original Consent in paper form.
- r. Advertising
 - i. Section 1140 of the Social Security Act authorizes SSA to impose civil monetary penalties on any person who uses the words "Social Security" or other program related words, acronyms, emblems, and symbols in connection with an advertisement, solicitation or other communication, "in a manner which such person knows or should know would convey, or in a manner which reasonably could be interpreted or construed as conveying, the false impression that such item is approved, endorsed, or authorized by the Social Security Administration" 42 USC § 1320b-10(a).



- ii. Company is specifically prohibited from using the words "Social Security" or other eCBSV program-related words, acronyms, emblems, and symbols in connection with an advertisement for "identity verification."
- iii. Company is specifically prohibited from advertising that an SSN Verification provides or serves as identity verification.
- iv. Company cannot advertise that eCBSV will eliminate synthetic identity fraud or any type of fraud.
- s. Reviews and Audits
 - i. Company understands that regulatory agencies or third parties, including but not limited to the SSA, may periodically audit Company directly or via APS regarding the usage of Services and information supplied in obtaining Services. Company understands that audits may entail contacting the consumer to verify Services were performed with their consent and information supplied in requesting services was accurate. Company will provide full cooperation during audits and will be responsible for assuring full cooperation of its employees. Non-responses of Company regarding such efforts within reasonable timeframes may result in suspension of Services until resolved. Violations discovered in the course of an audit are subject to immediate action including, but not limited to, Company's remediation, termination of Agreement, legal action, and referral to federal, state, or local regulatory authorities.
 - ii. Company acknowledges that the SSA reserves the right to:
 - 1) Conduct onsite inspections of Company's site, including a systems review limited to eCBSV-related systems, to ensure that Company has taken required precautions to protect Consent, evidence documenting purpose, and SSN Verifications, and to assess eCBSV-related system security, documentation, in-house procedures, and adherence to this section of the Terms and Conditions.
 - 2) Conduct periodic, random reviews of Consents to confirm that the SSN holder properly completed the Consent.
 - 3) Access all Company books and records associated with the eCBSV program at any time.
 - 4) Engage a Certified Public Accountant ("CPA") firm to perform an audit of the Company to ensure that all Company SSNV Verification requests are in compliance with SSA regulations, this Addendum, and the Banking Bill. Such an audit will be performed in accordance with the standards established by the American Institute of Certified Public Accountants and contained in the Generally Accepted Government Audit Standards ("GAGAS"). Company agrees to provide to the reviewing CPA all requested Services-related documentation in their entirety.
- t. Protecting and Reporting the Loss of SSN Verifications or Consents
 - i. Company shall maintain, and follow its own policy and procedures to protect SSN Verifications and Consents, including the policies and procedures it has established for reporting lost or compromised, or potentially lost or compromised non-public information of its consumers. It is Company's responsibility to safeguard SSN Verifications and Consents to which it has access. In addition, Company shall, within reason, take appropriate and necessary action to: (1) educate its employees on the proper procedures designed to protect SSN Verifications and Consents; and (2) enforce compliance with the policy and procedures prescribed.



- ii. Company shall properly safeguard SSN Verifications and Consents to which it has access from loss, theft, or inadvertent disclosure. Company is responsible for safeguarding this information at all times.
- iii. Company agrees that when Company becomes aware or suspects that SSN Verification, Consents, or other Personally Identifiable Information (“PII”) of a consumer has been lost, compromised, or potentially compromised, the Company, in addition to its own incident reporting process, shall provide immediate notification of the incident to APS, as well as the primary SSA contact, or, if not readily available, the SSA alternate, as follows:

Office of Data Exchange, Policy Publications, and International Negotiations

Project Manager: Vivian Adebayo, 410-965-1702

Alternate Contact: Curtis Miller, 410-966-2370

Company shall provide APS, and the primary SSA contact or the alternate, as applicable, updates on the status of the reported PII loss or compromise as they become available but shall not delay the initial report.

Company shall provide complete and accurate information about the details of the possible PII loss to assist the SSA contact / alternate, including the following information:

- 1) Contact information;
 - 2) A description of the loss, compromise, or potential compromise (i.e., nature of loss / compromise / potential compromise, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location of the loss;
 - 3) A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.);
 - 4) Name of SSA employee contacted;
 - 5) Whether the Company has contacted or been contacted by any external organizations (i.e., other agencies, law enforcement, press, etc.);
 - 6) Whether the Company has filed any other reports (i.e., Federal Protective Service, local police, and SSA reports); and
 - 7) Any other pertinent information
- u. Suspension of Services by SSA
 - i. Noncompliance with this section of the Terms and Conditions, SSA rules and regulations, the Banking Bill, and any applicable laws or regulations, is grounds for suspension of eCBSV services at the sole discretion of SSA.
 - ii. Suspension of eCBSV services by SSA is a temporary action for a designated period until certain requirements are met or rectified. Suspension is immediate upon notice by SSA, and the suspension remains in effect until lifted by SSA.
 - iii. If Company is suspended, Company is prohibited from submitting SSN Verification requests through another permitted entity during the period of suspension.
 - iv. Company specifically waives any right to judicial review of SSA’s decision to suspend Company’s participation in the Services.
 - v. The information received from records maintained by SSA is protected by Federal statutes and regulations, including 5 USC § 552a(i)(3) of the Privacy Act. Under this section, any person who knowingly and willfully requests or obtains any record concerning an individual



from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000.

6. Verification of Employment and Income

a. The Work Number®

i. Service Description.

- 1) Verification of an individual's employment status and related available information, including the existence of the employer's business, business phone and address, job title, employment date range and hire date, eligibility for rehire, and salary. Verification may be verbal via the individual's employer, or obtained through major data collection sources.
- 2) APS is authorized under agreement with Equifax Workforce Solutions, formerly TALX Corporation (a provider of Equifax Verification Services) ("EVS") to resell EVS's The Work Number® Service ("The Work Number®") and certain additional EVS services in supplement to The Work Number® ("EVS Services") (The Work Number® and EVS Services, collectively, the "Services"). The Work Number® is an employment verification service provided by EVS to employer clients. Data on the Services may be used to verify a consumer's employment status ("Employment Verification") or income ("Income Verification") for commercial purposes in the residential real estate lending industry. Company acknowledges and understands that APS is a separate legal entity and is in no way related to, affiliated through common ownership, or responsible for the conduct of Equifax Workforce Solutions and its related entities, parent corporation, or assigns.

a) Verification of Employment & Income

- i) Business Class Product. A Work Number Employment Verification includes the Consumer's (i) employer name, (ii) employer address, (iii) employment status, (iv) most recent hire date, (v) total length of service, and (vi) position title, where available. An Income Verification includes Data provided in an Employment Verification, plus the most recent two years of payroll Data. The Business Class Service delivers the Employment Verification or Income Verification Data available for the requested combination of Consumer and Employer Name.
- ii) The Work Number® Employment Verification. An Employment Verification includes the Consumer's (i) employer name, (ii) employer address, (iii) employment status, (iv) most recent hire date, (v) total length of service, and (vi) position title, where available. Employment Verifications obtained pursuant to this section of the Terms and Conditions may provide Data from current employers or prior employers.
- iii) The Work Number® Income Verification. An Income Verification includes Data provided in an Employment Verification, plus the current year-to-date pay plus the most recent two years of payroll Data. Service available pursuant to this section of the Terms and Conditions may include any current employers' or prior employers' Data.
- iv) The Work Number® Reverify Transactions. Each time EVS fulfills a request for verification, EVS assigns such verification a Reference Number. Using the Reference Number and the last four digits of a consumer's Social Security number, Company may obtain an updated verification of



employment for the original verification performed on such individual, as long as such request is within sixty (60) days of the original verification performed. If the original request was fulfilled via the manual delivery method, EVS will contact the employer to confirm all employment-related data, which includes: employer name, job title, start date, and employment status. The output is a standard Employment Verification.

- b) Modification of Service Description: APS / EVS may modify this Service Description on thirty (30) days notice to Company. Company may terminate the Service within thirty (30) days after notice of a modification to the Service Description on written notice to EVS. Absence of such termination shall constitute Company's agreement to the modification.
- ii. Permissible Purpose. Company certifies that it has a permissible purpose for obtaining Consumer Reports as defined by FCRA (15 USC § 1681b), will request the Services pursuant to procedures prescribed by APS only for those permissible purpose(s), and will use the Services obtained for no other purpose. Company will designate its specific permissible purpose(s) in writing via the Agreement per the following options:
 - 1) In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer;
 - 2) In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained;
 - 3) For a legitimate business need in connection with a business transaction that is initiated by the consumer;
 - 4) As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks;
 - 5) For employment purposes.
- iii. Company certifies that it will obtain the authorization of the consumer prior to obtaining a Consumer Report on the consumer. If authorization is provided electronically or verbally, the authorization must (i) clearly evidence such authorization for Company to obtain the Consumer Report; (ii) comply with Applicable Law; and (iii) comply with EVS requirements. Company agrees to maintain evidence of all written, electronic, and verbal authorizations for a minimum of five (5) years from the date of inquiry and will provide APS copies upon request.
- iv. Company is not a private detective, private detective agency, private investigative company, bail bondsman, attorney, law firm, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company (except companies that do only loans, no check cashing), genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of a residence, an individual seeking information for their private use (EVS reports to only valid businesses), an adult entertainment service of any kind, company that locates missing children, company that handles third party repossession, company seeking information in connection with time shares (ownership of property for specific days/weeks at a vacation resort) or subscriptions (magazines, book clubs, record clubs and the like), 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 EVS;
- v. Company will not, except as may be required by law, disclose data from The Work Number® to the consumer about whom it relates;
 - vi. Any information services and data originating from The Work Number® or EVS Services will be requested only for Company's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Only designated representatives of Company will request The Work Number® or EVS Services, and employees will be forbidden to obtain data from The Work Number® on themselves, associates or any other persons except in the exercise of their official duties. Company will not disclose The Work Number® to the subject of The Work Number® except as permitted or required by law, but will refer the subject to EVS.
 - vii. Company will hold EVS and APS, and each of their respective agents, harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of data from The Work Number® or EVS Services by Company, its employees or agents contrary to the conditions of these terms and conditions or applicable law.
 - viii. Company recognizes that neither EVS nor APS guarantees the accuracy or completeness of The Work Number® or EVS Services and Company releases EVS, APS, and each of their respective agents, employees, affiliated credit reporting agencies and independent contractors from any liability, including negligence, in connection with the provision of The Work Number® or EVS Services and from any loss or expense suffered by Company resulting directly or indirectly from The Work Number® or EVS Services. Company covenants not to sue or maintain any claim, cause of action, demand, cross-action, counterclaim, third-party action or other form of pleading against EVS, APS, and each of their respective agents, employees, affiliated credit reporting agencies, or independent contractors arising out of or relating in any way to the accuracy, validity, or completeness of any data from The Work Number® or EVS Services.
 - ix. Company will be charged for The Work Number® or EVS Services by APS, which is responsible for paying EVS for The Work Number® or EVS Services; provided, however, should the underlying relationship between Company and APS terminate at any time during the term of the Agreement, charges for The Work Number® or EVS Services will be invoiced to Company, and Company will be solely responsible to pay EVS directly.
 - x. Company agrees to only use the data from The Work Number® consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau's (the "CFPB's") Notice Form ***A Summary of Your Rights Under the Fair Credit Reporting Act***, a copy of which was provided to the Company by APS via the Terms and Conditions. Company certifies that before ordering data to be used in connection with employment purposes, it will clearly and conspicuously disclose to the subject consumer, in a written document consisting solely of the disclosure, that Company may obtain data for employment purposes and will also obtain the consumer's written authorization to obtain or procure data relating to that consumer. Company further certifies that it will not take adverse action against the consumer based in whole or in part upon the Data without first providing to the consumer to whom



- the data relates a copy of the data and a written description of the consumer's rights as prescribed by the CFPB, and also will not use any data in violation of any applicable federal or state equal opportunity law or regulation. Company acknowledges that it has received a copy of the consumer rights summary as prescribed by the CFPB as referenced.
- xi. Company understands that EVS or APS may periodically conduct audits of Company regarding its compliance with the FCRA and other certifications in this section of the Terms and Conditions. Audits will be conducted by mail whenever possible and will require Company to provide documentation as to permissible use of particular data from The Work Number®. Company gives its consent to EVS or APS to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Company's material breach of this section of the Terms and Conditions, constitute grounds for immediate suspension of the Services or termination of the Agreement. If EVS or APS terminates Services due to the conditions in the preceding sentence, Company (i) unconditionally releases and agrees to hold EVS and APS 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 EVS or APS in connection with such termination. Such audits shall be conducted during normal business hours, at all locations containing relevant records. Company shall (i) fully cooperate with and in such audit, and (ii) promptly correct any discrepancy revealed by such audit. Company shall provide EVS or APS or its designee access to properties, records and personnel as EVS or APS may reasonably request to conduct such audit(s).
 - xii. Upon request by EVS or APS at any time, Company shall provide consumer authorizations to verify income, and Company shall provide EVS or APS with records as EVS or APS may reasonably request to conduct such audit(s). Company's failure to fully cooperate or to produce requested Consumer authorizations may result in immediate suspension of the Services until such time as Company corrects any discrepancy revealed by such audit.
 - xiii. Company will comply with all Applicable Law, including the applicable provisions of the FCRA, Equal Credit Opportunity Act ("ECOA"), Title V of the Gramm-Leach-Bliley Act ("GLBA") (15 USC § 6801 et seq.), and any amendments to such laws, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the consumer. Company will not use or disclose any Information other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLBA and applicable regulations, and other applicable consumer privacy laws.
 - xiv. Company acknowledges that it will use Services in accordance with the Vermont Fair Credit Reporting Statute, 9 VSA § 2480e (1999), as amended (the "VFCRA") and the FCRA, (15 USC § 1681 et seq.), as amended and its other state law counterparts. In connection with Company's continued use of Services in relation to Vermont consumers, Company hereby certifies that it will comply with applicable provisions under Vermont law. In particular, Company certifies that it will order information Services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Company has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Company further certifies that a copy



of § 2480e of the Vermont Fair Credit Reporting Statute has been provided to Company via APS Terms and Conditions.

xv. Data Security. This provision applies to any means through which Company orders or accesses The Work Number® or EVS Services including, without limitation, system-to-system, personal computer or the Internet. The term “Authorized User” means a Company employee who Company has authorized to order The Work Number® or EVS Services and who is trained on Company’s obligations under these Terms and Conditions with respect to the ordering and use of The Work Number® or EVS Services, including Company’s FCRA and other obligations with respect to the access and use of Consumer Reports.

- 1) With respect to handling The Work Number® or Services, Company agrees to:
 - a) Ensure that only Authorized Users can order or have access to The Work Number® or EVS Services;
 - b) Ensure that Authorized Users do not order The Work Number® or EVS Services for personal reasons or provide them to any third party except as permitted by this section of the Terms and Conditions;
 - c) Inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by possible fines and imprisonment;
 - d) Ensure that all devices used by Company to order or access The Work Number® or EVS Services are placed in a secure location and accessible only by Authorized Users and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures;
 - e) Take all necessary measures to prevent unauthorized ordering of The Work Number® or EVS Services by any persons other than Authorized Users for permissible purposes, including, without limitation, (a) limiting the knowledge of the Company security codes, member numbers, User IDs, and any passwords Company may use (collectively, “Security Information”), to those individuals with a need to know, (b) changing Company’s user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing The Work Number® or EVS Services, or if Company suspects an unauthorized person has learned the password, and (c) using all security features in the software and hardware Company uses to order The Work Number® or EVS Services;
 - f) In no event access The Work Number® or EVS Services via any hand-held wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (“PDAs”), mobile data terminals, and portable data terminals;
 - g) Not use non-company owned assets such as personal computer hard drives or portable or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store data from The Work Number® or EVS Services;
 - h) Encrypt data from The Work Number® or EVS Services when it is not in use and with respect to all printed data from The Work Number® or EVS Services store in a secure, locked container when not in use and completely destroyed when no longer needed by cross-cut shredding machines (or other equally



effective destruction method) such that the results are not readable or useable for any purpose;

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



- 2) If EVS or APS reasonably believes that Company has violated this section of the Terms and Conditions, EVS or APS may, in addition to any other remedy authorized by this section of the Terms and Conditions, with reasonable advance written notice to Company and at EVS's or APS's sole expense, conduct, or have a third party conduct on their behalf, an audit of Company's network security systems, facilities, practices and procedures to the extent EVS or APS reasonably deems necessary, including an on-site inspection, to evaluate Company's compliance with the data security requirements of this section of the Terms and Conditions.
- xvi. Company certifies that it has read the **Notice to Users of Consumer Reports: Obligations of Users Under the FCRA** that explains Company's obligations under the FCRA as a user of consumer information, a copy of which was provided to the Company by APS via the Terms and Conditions.
- xvii. Day 1 Certainty® Program. Company appoints APS as its limited agent solely with respect to reissuing the Services to Fannie Mae in connection with the Day 1 Certainty® program ("D1C Program"). Company authorizes APS to reissue to Fannie Mae Services that are requested pursuant to the process set forth below.
 - 1) Acknowledgement: Company acknowledges and understands that any decision by Fannie Mae to grant Company representation and warranty relief (or any other benefit or relief) in connection with the D1C Program is solely the decision of Fannie Mae. APS does not have any responsibility in connection therewith.
 - 2) Ordering Process:
 - a) Company orders Services from APS
 - b) APS provides Services report with a Reference ID
 - c) Company supplies the Reference ID to Fannie Mae's D1C platform
 - d) Fannie Mae then requests the data related to the report from APS via Reference ID
 - e) APS supplies the report data to Fannie Mae
 - 3) Commencement Delay: Company acknowledges and understands that the commencement of the D1C Services may be delayed pending final approvals from Fannie Mae. APS shall not have any liability in connection with any delay in the commencement of the D1C Services.
 - 4) Termination of D1C Services: The D1C Services shall automatically terminate on the date that Fannie Mae ceases the D1C Program or the date that APS or its affiliate(s) ceases being a participant in the D1C Program, if either date occurs prior to the termination or expiration of the Agreement. In either event, APS shall endeavor to provide Company with advance notice as is reasonably practicable under the circumstances. Any termination of the D1C Services shall not otherwise have any effect on the provision of any other Services or any other term or condition of any fee schedule, statement of work, or the Agreement.



- b. Experian Verify
 - i. Service Description. Service that provides electronic verification of a consumer's income and employment information via payroll data obtained directly from the consumer's employer payroll service provider(s). The Company obtains consent and consumer identifying information from the consumer prior to accessing the consumer's data. At the request of the Company and as authorized by the consumer, APS, via Experian and affiliate Experian Background Data, Inc ("EBD"), shall obtain payroll data from designated employer payroll service provider(s). The information is compiled as an income and employment verification report.
 - ii. Company acknowledges and agrees that delivery of Services requires Company to obtain consumer's explicit consent for the following, all of which shall be performed in order for APS via EBD / Experian to use consumer identifying information to access employer services and collect and aggregate payroll data to create and deliver the applicable verification reports to Company, and to deliver payroll data to EBD / Experian for use in accordance with all applicable laws, rules and regulations:
 - 1) Collection of consumer identifying information and provision thereof to APS via EBD / Experian, and
 - 2) Retention and use of consumer identifying information by APS via EBD / Experian as may be necessary for compliance with obligations under applicable law;
 - iii. In the event Company requests recurring Services, Company agrees that it shall, upon obtaining the consumer's consent:
 - 1) Provide a clear and conspicuous explanation to consumers of how to opt out of the recurring use of the consumer identifying information in the future (e.g., electronically or through Company's customer care),
 - 2) Promptly notify APS that the consumer has opted out of the use of the consumer identifying information for recurring use.
 - iv. Company agrees that the verification reports are "consumer reports" as defined under the Fair Credit Reporting Act ("FCRA"), and as such will request and use the Services solely in accordance with the FCRA use and restrictions set forth in this Addendum.
 - v. Company agrees to include in all adverse action notices, as applicable, APS's (and not EBD / Experian's) contact information.
 - vi. Company is not permitted to use the Services on behalf of, or disclose the verification reports to, a third party.
 - vii. APS may appoint EBD as its technical service provider to retain copies of the verification reports on behalf of APS for a period of one (1) year from issuance of a verification report ("Availability Period"), solely to provide access to such verification reports via Experian to Fannie Mae or Freddie Mac (each, a "GSE") upon request, as an agent of Company. Each GSE request shall include the report ID and at least one consumer identifier ("Required Report Identifier") provided to it by Company in order to access a verification report delivered under this section of the Terms and Conditions. Company agrees that, by providing the Required Report Identifier to a GSE, Company has approved EBD to provide the verification report to the GSE. After the Availability Period, EBD shall purge the retained verification reports from its system accessed by the GSEs in the ordinary course of its business. For purposes of clarification, the retention of verification reports as a technical service provider shall be separate from, and does not impact, EBD's retention of verification reports for its consumer reporting agency compliance obligations.



- viii. Company understands that regulatory agencies or third parties may periodically audit Company directly or via APS regarding the usage of Services and information supplied in obtaining Services. Company understands that audits may entail contacting the consumer to verify Services were performed with their consent and information supplied in requesting services was accurate. Company will provide full cooperation during audits and will be responsible for assuring full cooperation of its employees. Non-responses of Company regarding such efforts within reasonable timeframes may result in suspension of Services until resolved. Violations discovered in the course of an audit are subject to immediate action including, but not limited to, Company's remediation, termination of service agreement, legal action, and referral to federal, state, or local regulatory authorities.
- ix. Additional Terms for Use for Prequalification. In the event Company intends to request and use the Services for prequalification purposes or to check to see if the consumer to whom the payroll data or verification report(s) relates is qualified for certain credit terms under the FCRA, Company agrees to obtain the written instructions of the consumer and comply with the applicable terms set forth below:
 - 1) FCRA Compliance - Written Instructions. If Company is obtaining "written instructions" online, Company shall substantially comply with the following requirements:
 - a) Company will prominently display a message specifically informing the consumer that the consumer's payroll data or verification report(s) will be consulted for the purpose for which it is to be used as set forth in this Addendum and no other purpose, and that clicking on the "I AGREE" button following such notice constitutes written instructions to the Company under the FCRA. Company agrees that the final notice provided by Company will be approved by Experian / EBD.
 - b) The instruction language above may be presented:
 - i) Together with a click box acknowledging the authorization in close proximity to the submission button (e.g. "Submit" or "I Accept" or "Proceed") only if it is clear and conspicuous as to its placement and prominence with respect to other text on the page. The consumer must not be able to proceed in the process without affirmatively agreeing by clicking the check box; or
 - ii) Alternatively, the authorization may be provided in a linked pop-up or text box, if the name / description of the link is sufficiently clear to put the consumer on notice of its meaning, which could stand independent of the information in the link (for example: "By clicking below, I am providing written instructions to access my consumer report as set forth here" or "By clicking below, I am providing my written authorization to obtain a consumer report").
 - iii) The record of the consumer's 'written instruction' by clicking "I AGREE" must be retained by Company in a form that is capable of being accurately reproduced for later reference by the parties.
 - 2) Company may return to consumer credit options obtained by Company through the Services, and Company may forward consumer-provided information to a third party to whom the credit option relates, but only if consumer provides subsequent consent to do so following receipt of such credit options.



- 3) Company may not post “ID stripped” credit profiles on its web site for bid by a third party.
 - 4) Company may only provide consumer referrals to third parties that have their own permissible purpose as defined in Section 604 of the FCRA, and only as directed by the consumer to whom the consumer report relates.
 - 5) Company may not (a) operate as a reseller of the Services or (b) directly or indirectly charge a consumer any costs or fees, or accept any other payment or valuable consideration from a consumer, for prequalification or any information derived therefrom (“Consumer Credit Information”), including, without limitation, by offering the Services or Consumer Credit Information as the sole additional feature of a higher-priced service offering or as an incentive to or bundled with a fee-based offering.
- c. Instant Verification of Income and Employment – Experian / Fincity
- i. Service Description. Service that provides electronic verification of a consumer’s income and employment by comparing income information submitted by the consumer during an application process with income deposit information obtained directly from the consumer’s financial institution(s). The Company obtains consent and account access credentials from the consumer prior to accessing the consumer’s financial account(s). At the request of the Company and as authorized by the consumer, APS, via Experian and partner Fincity’s proprietary technology, shall obtain income deposit information from designated financial institution(s).
 - ii. Company acknowledges and agrees that delivery of Services is dependent on the following:
 - 1) Collection of consumer’s credentials (i.e. consumer’s log-in credentials or other access information to online services and information at the consumer’s financial institution(s));
 - 2) Consumer’s explicit consent for the following, all of which shall be performed in order for APS via Fincity to use the consumer’s credentials to access the consumer’s financial institution(s) and collect and aggregate account data to deliver account data and applicable verification report(s) to Company, and to deliver account data to Experian for use in accordance with all applicable laws, rules, and regulations:
 - a) Collection of consumer’s credentials on behalf of, and explicitly naming, APS via Fincity;
 - b) Provision of the consumer’s credentials, and any necessary documentation, to APS via Fincity;
 - c) Retention and use of consumer’s credentials, one-time (or more, as may be necessary for compliance with obligations under applicable law), by APS via Fincity;
 - 3) APS’s ability, via Fincity, to access the online services and information at the consumer’s financial institution(s).
 - iii. Company agrees that APS, Experian, and Fincity are not responsible for the following:
 - 1) Provision of Services for any consumer that does not provide consent, credentials, or required consumer uploaded documentation, as applicable; and
 - 2) Inclusion of data from a consumer’s financial institution into any verification report if the consumer’s financial institution does not permit access to the consumer’s



financial institution's online services or information for purposes of delivering Services.

- iv. Company represents and warrants that it will request and use Services:
 - 1) Strictly in accordance with the federal Fair Credit Reporting Act ("FCRA"), (15 USC § 1681 et seq.), and all laws with respect to the collection, distribution, or use of any information on consumers, including any applicable state consumer reporting laws, comply with all requirements of the FCRA applicable to it, including any restrictions related to medical information and not request or use Services for purposes prohibited by law; and
 - 2) Solely in connection with a single transaction with the consumer, which data has been determined is relevant to effect or process the subject transaction, and only with respect to a transaction involving the consumer as to whom such information is sought.
- v. If the consumer makes a timely request of Company, Company may share the contents of the applicable verification report with the consumer as long as it does so without charge and only after authenticating the consumer's identity.
- vi. Company agrees that APS and Experian have the right to review templates for adverse action notices that contain references to reports provided as part of the Services.
- vii. In the event Company has requested recurring Services, Company represents and warrants that it shall, at all times:
 - 1) Provide a clear and conspicuous explanation to consumers of how the consumer can opt out of the recurring use of the consumer's credentials in the future (e.g., electronically or through Company's customer care), and
 - 2) Provide the consumer the ability to opt out of future use of the consumer's credentials (e.g., electronically or through Company's customer care) for the provision of future Services.
- viii. Company will notify APS immediately after it no longer possesses a permissible purpose or the consumer has discontinued access to the consumer's credentials.
- ix. Company certifies that the Services (including all reports and account data) shall not be used, disclosed, transmitted, or accessed in any way outside the United States or its territories.
- x. Company understands that regulatory agencies or third parties may periodically audit Company directly or via APS regarding the usage of Services and information supplied in obtaining Services. Company understands that audits may entail contacting the consumer to verify Services were performed with their consent and information supplied in requesting services was accurate. Company will provide full cooperation during audits and will be responsible for assuring full cooperation of its employees. Non-responses of Company regarding such efforts within reasonable timeframes may result in suspension of Services until resolved. Violations discovered in the course of an audit are subject to immediate action including, but not limited to, Company's remediation, termination of service agreement, legal action, and referral to federal, state, or local regulatory authorities.
- xi. Additional Terms for Use for Prequalification. In the event Company intends to request and use the Services for prequalification purposes or to check to see if the consumer to whom the account data or verification report(s) relates is qualified for certain credit terms under the FCRA, Company certifies that it shall comply with the following requirements for the term of the Agreement:



- 1) FCRA Compliance - Written Instructions. If Company is obtaining “written instructions” online, Company shall substantially comply with the following requirements:
 - a) Company will prominently display a message specifically informing the consumer that the consumer’s account data or verification report(s) will be consulted for the purpose for which it is to be used and no other purpose, and that clicking on the “I AGREE” button following such notice constitutes written instructions to the Company under the FCRA. Company agrees that the final notice provided by Company will be approved by Experian.
 - b) The “I AGREE” button must immediately follow the notice provided for above. The notice and “I AGREE” button must be separate from any other notice or message contained on the web site.
 - c) The terms to which the consumer is agreeing immediately preceding the consensual click must be viewable by the consumer.
 - d) The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice.
 - e) The consumer must be provided with a statement of the hardware and software requirements for access to and retention of the terms to which he or she is agreeing, including their consent, and must consent in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent.
 - f) The record of the consumer’s “written instruction” by clicking “I AGREE” must be retained by Company in a form that is capable of being accurately reproduced for later reference by the parties.
- 2) Additional Terms
 - a) Except as Experian may otherwise authorize in writing, Company may not provide the account data or any verification report(s) (in whole or in part), a score, a decision, or any other information or decision derived from the Services to the consumer or to any third party. Notwithstanding the foregoing, Company may provide a consumer with Company’s prequalification decision.
 - b) Company may return to consumer credit options obtained by Company through the Services, and Company may forward consumer-provided information to a third party to whom the credit option relates, but only if consumer provides subsequent consent to do so following receipt of such credit options.
 - c) Company may not make any credit decision, nor provide FCRA regulated prescreen services, on behalf of a third party.
 - d) Company may not post “ID stripped” credit profiles on its web site for bid by a third party.
 - e) Company may only provide consumer referrals to third parties that have their own permissible purpose as defined in Section 604 of the FCRA, and only as directed by the consumer to whom the credit report relates.
 - f) Company may not operate as the agent of any third party.
 - g) Company may not (a) operate as a reseller of prequalification services or (b) directly or indirectly charge a consumer any costs or fees, or accept any other payment or valuable consideration from a consumer, for prequalification or any information derived therefrom (“Consumer Credit Information”), including,



without limitation, by offering the Prequalification Services or Consumer Credit Information as the sole additional feature of a higher-priced service offering or as an incentive to or bundled with a fee-based offering.

- h) Company may not use, or permit their respective employees, agents, and subcontractors to use the trademarks, service marks, logos, names, or any other proprietary designations of Experian, whether registered or unregistered, without prior written consent from Experian. Experian reserves the right to review Company's press releases and other collateral, as needed, in order to limit the use of Experian's name.
 - i) Company shall not advertise, represent, claim or infer that it can (a) remove accurate but negative information from the consumer's credit report or (b) help the consumer restore a credit report or improve or enhance the consumer's credit score, record, history or rating. Company shall avoid the following terms: clear your credit, fix your credit, advice on correcting your credit, clean up your credit, repair your credit, guidance on how to correct your credit report, help to improve your score, etc.
- 3) Additional Terms for Consumer's Written Instructions. In the event Company intends to request and use the Services based on a consumer's "written instructions" under the FCRA, Company certifies that it shall comply with the following requirements for the term of the Agreement:
- a) FCRA Compliance - Written Instructions. Prior to Company's request for consumer report(s), account data, or verification report(s), Company shall obtain the written instructions of the consumer to whom it relates in compliance with the FCRA (15 USC § 1681 et seq.). Company will obtain the consumer's express written instruction to access the consumer's consumer report(s), account data, or verification report(s) for the purpose described above in a clear and conspicuous manner. In addition to the requirements described herein, Company shall comply with all applicable electronic records and signatures laws, including but not limited to the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act").
 - i) Written Instructions by Internet. If Company is obtaining a consumer's written instructions online, Company shall comply with the following requirements.
 - (1) Company will prominently display a message specifically informing the consumer that the consumer's consumer report(s), account data, or verification report(s) will be consulted for the use described above and no other purpose, and that clicking on the "I AGREE" button following such notice constitutes written instructions to the Company under the FCRA. Company agrees that the notice provided by Company will be substantially as follows:

You understand that by clicking on the I AGREE button immediately following this notice, you are providing "written instructions" to [name of Company] under the Fair Credit Reporting Act authorizing [name of Company] to obtain information from your consumer report(s), account data, verification report(s), or other information from Experian via



Advantage Partners Solutions. You authorize [name of Company] to obtain such information solely to [insert use described above].

- (2) The "I AGREE" button must immediately follow the notice provided for above. The notice and "I AGREE" button must be separate from any other notice or message contained on the web site.
 - (3) The terms to which the consumer is agreeing immediately preceding the consensual click must be viewable by the consumer.
 - (4) The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice.
 - (5) The consumer must be provided with a statement of the hardware and software requirements for access to and retention of the terms to which he or she is agreeing, including their consent, and must consent in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent.
 - (6) The consumer must have the ability (should they choose) to print out the terms to which he or she is agreeing, including their consent.
 - (7) The record of the consumer's "written instruction" by clicking "I AGREE" must be retained by Company in a form that is capable of being accurately reproduced for later reference by the parties.
 - (8) The consumer must be informed how, after providing consent, he or she may, upon request, obtain a paper copy of any applicable electronic record, and whether any fee will be charged for such copy.
 - (9) The Company must provide the consumer with information on how the consumer can update his or her contact information to the extent required by applicable law.
- ii) Written Instructions by Telephone. If Company is obtaining a consumer's written instructions over the telephone for access to consumer report(s), account data, or verification report(s) for the use described above, Company shall comply with this section of the Terms and Conditions, including as specifically modified below:
- (1) Company will ask each consumer to confirm his or her consent to access such person's consumer report(s), account data, or verification report(s) by asking the following:

You need to authorize [name of Company] to access your consumer report(s), account data, or verification report(s) for [insert use described above]. Please confirm your authorization to access your consumer report(s), account data, or verification report(s) for [insert use described above] by pressing the # key now.

- (2) The consumer must not be able to proceed in the process without affirmatively agreeing to allow access to his consumer report(s), account data, or verification report(s) as provided above; and



DAMAGES, EXPENSES, LIABILITIES OR CAUSES OF ACTION WHICH MAY ARISE AS A RESULT OF COMPANY'S USE OF THE SERVICES HEREUNDER.

- vi. PointServ uses reasonable commercial efforts to obtain accurate and current information from its sources. However, APS, PointServ, and Company all acknowledge and agree that neither APS nor PointServ, nor any of their directors, officers, employees, agents, or representatives guarantee, warrant, or certify the accuracy of information received from third party sources in connection with the Services. In the event of any claims against APS or PointServ by a borrower or loan applicant or any other person or entity, arising from or related to the Services, Company agrees to hold harmless, indemnify, and defend APS or PointServ from and against any claims, liabilities, damages, costs, or expenses, including attorney's fees, court costs, and arbitration costs (damages) provided such are not caused by Partner or PointServ's fraud or intentional or grossly negligent misconduct.

7. Fraud

a. Fraud Investigation Tool ("FIT")

- i. Service Description. Service designed to detect potential fraudulent or inaccurate information included in loan applications by highlighting discrepancies between the application data and a network of consumer, property, and corporate information. Areas of review include the following: borrower identity, address history and property ownership, employer information, subject property details, Mortgage Electronic Registration Systems ("MERS") lien information, Federal Housing Finance Agency ("FHFA") Home Price Index data, Federal Emergency Management Agency ("FEMA") declared disaster records, and excluded party list / appraiser license data. APS will provide an interactive FIT Report that provides a borrower risk score, displays alerts identifying key factors of potential fraud, and offers the ability to clear alerts from the report once potentially fraudulent information has been investigated.
- ii. Company certifies it has a MERS ID.
- iii. Company acknowledges that MERS reports are based on voluntary data input by mortgage originators and therefore do not include all liens by a borrower or on a specific property.
- iv. Company understands that the borrower ID risk score is not representative of any published official industry-based standards, and only provides an arbitrary numerical representation of a borrower's perceived potential fraud risk based on available information. The borrower ID risk score should not be the sole factor when determining a borrower's risk, but utilized as one data attribute within the context of a borrower's entire situation.
- v. Company acknowledges that investigating alerts of potentially fraudulent information, and clearing alerts via the APS clearing tool, is the responsibility of the Company.
- vi. Company understands that a FIT report without alerts, or cleared of all alerts, does not guarantee that the subject consumer's loan information is completely free of fraud.

b. Loan Quality Suite

- i. Service Description. Service designed to detect potential fraudulent or inaccurate information included in loan applications by highlighting discrepancies between the application data and a network of consumer, property, and corporate information. Areas of review include the following: borrower identity, employer information, subject



- property details, Mortgage Electronic Registration Systems (“MERS”) lien information, and Red Flag data.
- ii. Company certifies it has a MERS ID.
 - iii. Company may remotely access and use APS’s licensed copy of the Services for the sole purpose of accessing one or more accounts created for the Company by APS and generating consumer, property, and employer-specific reports in connection with those accounts consistent with ordinary operation of the Service’s functionality. No license of any kind is created by this Addendum.
 - iv. Company may not resell access to or the results from the Services, and may only use the Services for internal business purposes. Company may not change, delete, or omit any information or output generated by the Services.
 - v. Company will comply with all applicable export laws and regulations.
- c. Precise ID Services – Experian
- i. For the purposes of this section of the Terms and Conditions, the term “Precise ID for ID Screening Services” means the comparison of Company supplied consumer identifying information against identifying information contained in multiple Experian databases and Experian’s output of a fraud risk score and classification type. Company may request detailed output in addition to the fraud risk score. For the purposes of this section of the Terms and Conditions, the term “Precise ID for Customer Management” means the comparison of Company supplied consumer identifying information against identifying information contained in multiple Experian databases and Experian’s output of a fraud risk score and attributes. The term “Precise ID for Account Opening Services” means the comparison of Company supplied consumer information against consumer identifying and credit information contained in multiple Experian databases and Experian’s output of a fraud risk score and classification type. Company may request detailed output in addition to the fraud risk score. The Precise ID for ID Screening Services, Precise ID for Customer Management and the Precise ID for Account Opening Services are collectively the “Precise ID Services”.
 - ii. Precise ID for ID Screening Services / Precise ID for Customer Management. Company acknowledges and agrees its use of the Precise ID for ID Screening Services and Precise ID for Customer Management will comply with Experian’s policies for the use of Precise ID for ID Screening Services. Further, Company agrees that they will not use the Precise ID for ID Screening Services or Precise ID for Customer Management for the granting or denial of credit or for the setting of credit terms or pricing.
 - iii. Precise ID Account Opening Services.
 - 1) Company certifies that the Company has a “permissible purpose” under the Fair Credit Reporting Act (“FCRA”). If Company’s “permissible purpose” is based upon the written instructions of the consumer via the Internet, or if Company obtains the consumer’s consent to access credit data over the telephone, then Company is required to obtain the consumer’s written instructions or consent in a manner substantially similar to that provided in this section of the Terms and Conditions.
 - 2) Company also certifies that Company will request and use all data received from Experian solely for its internal purposes in connection with transactions involving the consumer as to whom such information is sought and that it will not provide the Precise ID for Account Opening Services to any third party.



- 3) If Company chooses to use custom Fraud Penetration Index (“FPI”) attributes within Precise ID for Account Opening Services, Company certifies that (i) it will obtain and use the consumer’s written instructions as Company’s sole permissible purpose under the FCRA prior to requesting the Precise ID for Account Opening Services; (ii) Company understands that the custom FPI application has not been developed to be compliant with Equal Credit Opportunity Act (“ECOA”) (15 USC § 1691 et seq.); and (iii) therefore, the Company will not use the Precise ID for Account Opening Services for the granting or denial of credit or the setting of credit terms or pricing.
- iv. FCRA Compliance—Written Instructions. Company shall substantially comply with the following web site requirements:
 - 1) Company will prominently display a message specifically informing the consumer that his or her credit profile will be consulted for the purpose for which it is to be used and no other purpose, and that clicking on the “I AGREE” button following such notice constitutes written instructions to the customer under the FCRA a period customer agrees that the notice provided by customer will be substantially as follows:

You understand that by clicking on the I AGREE button immediately following this notice, you are providing ‘written instructions’ to (Company) under the Fair Credit Reporting Act authorizing (Company) to obtain information from your personal credit profile or other information from Experian. You authorize (Company) to obtain such information solely to _____ (insert purpose e.g. to confirm your identity to avoid fraudulent transactions in your name.)
 - 2) The “I AGREE” button must immediately follow the notice provided for above. The notice and “I AGREE” button must be separate from any other notice or message contained on the web site.
 - 3) The consumer must have the ability to fully review any of the terms to which he or she is agreeing immediately preceding the consensual click.
 - 4) The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice. The consumer must have the ability (should they choose) to print out the terms to which he or she is agreeing, including their consent.
 - 5) The record of the consumer’s ‘written instruction’ by clicking “I AGREE” must be retained by Company in a form that is capable of being accurately reproduced for later reference by the parties.
 - v. Written Instructions by Telephone. If Company is obtaining “written instructions” over the telephone, Company shall substantially comply with the following requirements which are designed to comply with the Electronic Records and Signatures in Commerce Act:
 - 1) Company will ask each consumer to confirm the consumer’s consent to access such persons credit report for authentication purposes by asking the following: “In order to verify your identity, you need to authorize Company to access your credit report for authentication purposes. Please confirm your authorization to access your credit report for authentication purposes by pressing the # key now”;



- 2) The consumer must not be able to proceed in the process without affirmatively agreeing to allow access to his credit report as provided above; and
- 3) The record of the consumer's 'written instruction' by pressing the # symbol must be retained by Company in a form that is capable of being accurately reproduced for later reference by the parties.

8. Flood Determination

- a. **Service Description.** Service to provide flood-related information associated with a loan / property. Basic Flood Determination identifies the flood zone, community number, map and panel number, community participation information, insurance availability, map date and entry date. Life of Loan Flood Determination includes Basic Flood Determination, plus map change tracking with follow-up determinations for the life of the loan. The Census Information / Home Mortgage Disclosure Act ("HMDA") option, which provides census tract, MSA, state code, and county code information, is also available.
- b. **General**
 - i. Company may not change, delete, or omit any information or output generated by the Services.
 - ii. Company warrants that it sells or services loans.
- c. **ServiceLink.** If Company opts to obtain flood-related information via provider ServiceLink, Company (or "Client") is required to execute an agreement directly with ServiceLink, including provisions and language as detailed below for reference:
 - i. The following Terms and Conditions related to Flood Zone services are mandated by ServiceLink National Flood, LLC ("ServiceLink"), a Delaware limited liability company with offices located at 500 East Border Street, 3rd Floor, Arlington, Texas 76010.
 - 1) **Background:** This Flood Zone Determination Agreement shall include these Terms and Conditions, the Schedule of Supplemental Terms and Conditions, and the Client Information Form attached hereto (all of which are incorporated herein by this reference and collectively comprise and shall be referred to herein as this "Agreement"). Subject to the terms and conditions of this Agreement, Client shall order from ServiceLink flood zone determinations, life of loan ("Life of Loan") monitoring, HMDA census data, and related information and reports (collectively, the "Services") for loans secured by residential (up to 1-4 multi-family) or commercial property referred to ServiceLink by Client. All information provided by ServiceLink or its suppliers to Client in conjunction with the Services shall be referred to herein as "Provider Information."
 - 2) **Basic Service:** For each property referred to ServiceLink by Client, ServiceLink shall: (a) make a determination, given the best information available, as to whether the improvements on the Subject Property (as defined below) are located in a Special Flood Hazard Area ("SFHA") as set forth on the applicable Federal Emergency Management Agency ("FEMA") flood map effective at the time of the determination; and (b) deliver a report ("Certification") to Client of such determination on a Standard Flood Hazard Determination Form. Client may use the Certification in connection with the loan transaction for which it was ordered. If Client is not a mortgage lender, Client may transfer a copy of the Certification to the mortgage lender funding such transaction.



- 3) Life of Loan Service:
 - a) ServiceLink Responsibility. Upon Client's request for Life of Loan Service and payment of the applicable fee, ServiceLink will make a determination and deliver a Certification for each order as provided above (Basic Service); and, for the term of the loan identified on the order for the Subject Property, ServiceLink will provide the following Life of Loan services (the "Life of Loan Services"): (1) monitor such property for changes to the: (A) SFHA as a result of FEMA flood map revisions; and (B) community participation status of such property located in an SFHA making flood insurance for such property unavailable; and (2) notify Client of any such change within sixty (60) calendar days of the effective date of the applicable flood map revision or community participation revision.
 - b) Client Responsibility. If a loan covered by ServiceLink's Life of Loan Services is paid off, declined or cancelled, Client shall notify ServiceLink within thirty (30) calendar days of such loan payoff, decline or cancellation. If a loan covered by ServiceLink's Life of Loan Services is sold and/or servicing is transferred to a subsequent mortgagee, the Client shall notify ServiceLink within thirty (30) calendar days of such sale or transfer. Notification from Client under this section shall be made by mutually acceptable electronic or other means. Failure of Client to timely notify ServiceLink shall release ServiceLink of any obligation to provide services under ServiceLink's Life of Loan Services for the applicable loan(s) of Client.
- 4) Orders: Client orders and ServiceLink Certifications shall be transmitted via mutually acceptable electronic or other means. Client shall furnish: (a) the type of property (single or multi-family residential or commercial); and (b) a correct and complete property street address and, if available, a legal description and/or a tax parcel number (the "Subject Property") for each order. ServiceLink's liability with regards to any multi-family or commercial property not properly classified by Client will be limited to the National Flood Insurance Protection ("NFIP") policy limits for that of a single-family. Client acknowledges that ServiceLink: (a) shall have no responsibility to verify that the legal description or tax parcel number matches the street address furnished by Client for the Subject Property; and (b) will use the street address furnished by Client to locate the Subject Property even in case of a conflict between the street address and either the legal description or the tax parcel number furnished by Client. Normally, ServiceLink will deliver a Certification within twenty-four (24) hours of receipt of a complete order, but in no event will a response to an order be delivered later than forty-eight (48) hours after receipt of the order without ServiceLink notifying Client of a delay in processing (e.g., additional research may be required), excluding Saturdays, Sundays and national banking holidays. It is the responsibility of Client to verify that ServiceLink has both: (x) received an order for Basic Service if Client has not received a response within two (2) business days; and (y) acknowledged receipt of an order for Life of Loan Services on its invoice for such Services.
- 5) Certain Remedies: If Client is delinquent more than sixty (60) calendar days in any payment or has otherwise breached any term of this Agreement, ServiceLink shall have the unrestricted right to suspend or terminate Services immediately, without prior notice, including any orders currently in process. Should ServiceLink, or any



of its suppliers, suspect or become aware of any past or continuing misuse or unauthorized use of any Client Account Code, Password or system used to access Services, then ServiceLink reserves the right to cancel Client Account Codes/Passwords and terminate access to Services immediately, with or without prior notice to Client. Client waives any and all claims for damages arising out of any rejection of orders or any suspension, cancellation or termination of this Agreement or of any Services. Any such rejection, suspension, cancellation or termination shall not limit any other right or remedy to which ServiceLink is otherwise entitled or discharge any obligation of Client arising hereunder.

- 6) Compliance with Law: Client agrees that it will comply with all applicable federal, state and local laws, rules, and regulations, as amended from time to time, as they relate to its requests for and use of the Services, including without limitation any required disclosures to Client's consumer customers ("Consumers"). ServiceLink agrees that it will comply with all applicable federal and state laws, rules, and regulations, as amended from time to time, as they relate to its provision of Services.
- 7) Consumer Information: Client and ServiceLink agree that each shall comply with its respective responsibilities to protect the nonpublic personal information of Client's Consumers as required by Subtitle A of Title V of the Gramm-Leach-Bliley Financial Modernization Act of 1999 (15 USC § 6801 et seq.), as it may be amended from time to time, and the rules and regulations promulgated thereunder (the "Privacy Act"). Specifically:
 - a) Client, a "financial institution" (as defined under §509 of the Privacy Act), shall disclose the "nonpublic personal information" (as defined under §509 of the Privacy Act) of a Consumer ("Consumer Information") to ServiceLink only under circumstances in which, and for purposes for which, it is permissible to do so under the Privacy Act; and
 - b) ServiceLink, a "Service Provider" (as defined under the Privacy Act), shall:
 - i) utilize and disclose Consumer Information exclusively for the purposes contemplated by this Agreement and for no other purposes whatsoever;
 - ii) disclose Consumer Information to no person or entity except those of ServiceLink's employees, agents, and other representatives, or to subcontractors, licensors or vendors, whose access to the information is necessary to accomplish the purposes of this Agreement;
 - iii) protect Consumer Information with all measures reasonably necessary to secure the information from unauthorized or improper disclosure, dissemination or use; and
 - iv) not disclose such information to any other person that is a nonaffiliated third party of both Client and ServiceLink, unless such disclosure would be lawful under the Privacy Act if made directly to such other person by Client.
- 8) Certain Limitations on Use: All Provider Information furnished by or for ServiceLink in response to Client requests for Services is for the exclusive use of Client solely in connection with the transaction for which it is ordered. Client shall at all times hold Provider Information and other non-public proprietary business information of ServiceLink and its suppliers in strict confidence and disclose it only to persons with a "need to know" and whose duties reasonably relate to the legitimate business purposes for which such information is obtained. Client shall not sell,



transfer, license or sublicense to third parties any Provider Information except as may be specifically permitted in this Agreement. Client shall not capture, store or use copies of any Provider Information except as necessary for archiving or document retention purposes related to the transaction for which it is ordered. Provider Information shall not be used to build or to validate any electronically searchable database of consumer or real estate related information.

- 9) Security of Provider Information: Client is responsible to take precautions to secure any system or device used to access Services and to protect all Provider Information furnished by or for ServiceLink. Without limiting the generality of Client's responsibility, Client agrees to adhere to the requirements set forth below.
 - a) Client Account Codes/Passwords shall be secured and disclosed only to authorized personnel.
 - b) Client Account Codes/Passwords shall not be discussed by telephone with any unknown caller.
 - c) Client shall provide adequate physical security and network security (e.g., firewalls, network monitoring, encryption, user authentication and access controls) for any system operated by or for Client to obtain Services or to transmit or store Provider Information.
 - d) Client shall review, monitor and update its systems and procedures for security issues as frequently as necessary to ensure the integrity and effectiveness of its security measures.
 - e) Client shall secure hard copies and electronic files of Provider Information and protect them against release or disclosure to unauthorized persons.
 - f) Client shall shred, erase or otherwise destroy copies of Provider Information when no longer needed and when it is permitted to do so by applicable federal, state and local regulation(s).
 - g) Client shall immediately notify ServiceLink if Client knows or has reason to know of any unauthorized access to or use of any Services. Client acknowledges that if Client's system is used improperly, or if any unauthorized personnel use Client Account Codes/Passwords, then Client may be held responsible for financial losses, fees, or monetary charges that may be incurred.
 - h) Third-party Remote Access Systems: If Client is set-up to deliver orders for Services to, and to receive Provider Information from, ServiceLink via one or more third-party networks or web-sites (each a "Third-party Remote Access System" or "TPRAS"), then the following shall be applicable: (a) ServiceLink may accept a Client order by delivery of the requested product, a confirmation notice, or, if applicable, a time service delay notice; (b) Client's use of any TPRAS shall be governed by the provider's terms of service, policies, and procedures applicable to the use thereof; (c) ServiceLink may terminate Client's use of any TPRAS to request or receive Services at any time, in ServiceLink's sole discretion, without notice by, or liability to, ServiceLink; and (d) ServiceLink assumes no liability or responsibility for the performance or non-performance of any TPRAS provider.
- 10) Claims:
 - a) Remedies if Subject Property is in an SFHA. In the event that: (1)(A) ServiceLink issues a Certification on the property, identified as the



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

- b) Remedies if not in an SFHA. In the event that: (1)(A) ServiceLink issues a Certification on the property, identified as the Determination Address on the Standard Flood Zone Determination, that incorrectly states that the insurable improvements thereon are “in” an SFHA, per the FEMA flood map effective at the date of the Certification; or (B) ServiceLink issues a Certification covered by Life of Loan Services and ServiceLink breaches its notification obligations set forth above with respect to a Subject Property where the flood hazard status of such property changes from “in” to “not in” an SFHA as a result of a FEMA flood map revision; and (2) Mortgagee is legally liable to the Borrower for incorrectly notifying the Borrower that the Subject Property is in an SFHA and the resulting payment of non-mandatory insurance premiums on an NFIP policy; and (3) no claim has been made against such policy for a flood loss, whether or not paid; then ServiceLink shall be liable to Mortgagee for any non-mandatory NFIP insurance premiums paid by the Borrower to cover the Subject Property after the date of the loan (if clause (1)(A) applies) or after the date of the breach (if clause (1)(B) applies) as applicable, until the first to occur of: (i) S ServiceLink or some other source notifies Mortgagee that the Subject Property is not in an SFHA; or (ii) the Subject Property is placed in an SFHA; or (iii) Borrower sells the Subject Property; or (iv) Mortgagee’s lien secured by



- the Subject Property is released. Any refund of premiums to which Borrower is entitled shall reduce the amount otherwise payable hereunder.
- c) Remedies for Regulatory Matters. In the event that a regulatory agency with jurisdiction over Client assesses a penalty against Client related solely to a Certification issued by ServiceLink, ServiceLink shall indemnify and hold Client harmless from the amount of such penalty; provided that Client: (1) promptly notifies ServiceLink of any examination or investigation that may lead to the assessment of any such penalty; and (2) authorizes ServiceLink, at its expense, to: (A) participate in the applicable regulatory agency proceeding; and (B) defend, appeal or settle, any such penalty; but only to the extent any such proceeding or penalty is related to a Certification issued by ServiceLink.
 - d) Definitions. For purposes of this section (regarding Claims): (1) "Borrower" shall mean the original purchaser of the Subject Property to which the Certification relates, provided that "Borrower" shall not include subsequent transferees of such property; and (2) "Mortgagee" shall mean the mortgagee of such property designated as "Lender" on such Certification, and if the notification requirements below are satisfied within the period specified, "Mortgagee" shall also include a subsequent mortgagee to which a loan covered by Life of Loan Services is sold and/or servicing is transferred.
 - e) Submission of Claims. Claims related to ServiceLink Certifications or Life of Loan Services shall be submitted to ServiceLink within sixty (60) calendar days of: (1) the date of the uninsured loss; or (2) the date Mortgagee or Borrower discovers that the insurable improvements are not in a Special Flood Hazard Area, as applicable. Failure to notify ServiceLink of any claim within the applicable sixty (60) calendar day period shall release ServiceLink of any obligation with respect to any such claim for which timely notice was not given. For Certifications issued and Life of Loan Services obtained during the term of this Agreement, the provisions of this section shall survive termination or expiration of this Agreement, provided that required notices are timely given to ServiceLink.
 - f) Disclaimer. The Provider Information furnished by or for ServiceLink has been obtained from sources deemed reliable. However, ServiceLink and its suppliers do not guarantee: (1) the accuracy or completeness of Provider Information or any Service, except as provided in this section; or (2) that the furnishing of Services will be uninterrupted. CLIENT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS PROVIDED IN THIS SECTION, SERVICELINK MAKES NO WARRANTY, REPRESENTATION OR UNDERTAKING, AND SHALL HAVE NO LIABILITY TO CLIENT (OR ANYONE CLAIMING THROUGH CLIENT) WITH RESPECT TO ANY SERVICELINK FLOOD HAZARD CERTIFICATION OR LIFE OF LOAN SERVICES, AND THAT THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR PROVIDED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES RELATING TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. IN NO EVENT SHALL SERVICELINK BE LIABLE TO ANY PERSON OTHER THAN CLIENT.
- 11) Limitation of Liability: NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL SERVICELINK OR ANY OF



ITS SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY TO CLIENT HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL PUNITIVE, OR EXEMPLARY DAMAGES INCURRED BY CLIENT, REGARDLESS OF HOW SUCH DAMAGES MIGHT ARISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOST PROFITS, LOSS OF REPUTATION, LOSS OF DATA, INJURY TO PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE PROPERTY, OR CLAIMS OF CLIENT FOR SUCH DAMAGE, EVEN IF SERVICELINK WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- 12) THE REMEDIES SET FORTH ABOVE HEREOF SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF CLIENT FOR ANY BREACH BY SERVICELINK OF ITS OBLIGATIONS UNDER THIS AGREEMENT. IN ANY EVENT, AND NOTWITHSTANDING ANYTHING CONTAINED ABOVE OR ELSEWHERE IN THIS AGREEMENT THAT MAY BE TO THE CONTRARY, SERVICELINK SHALL HAVE LIABILITY ONLY FOR DETERMINATIONS MADE WITH RESPECT TO PROPERTIES FOR WHICH CLIENT MAKES OR UNDERTAKES TO SERVICE A MORTGAGE LOAN, ON OR SUBSEQUENT TO THE DATE SERVICELINK NOTIFIES CLIENT OF THE RESULTS OF SERVICELINK'S DETERMINATION.
- 13) Indemnification: Client shall indemnify and hold ServiceLink and its suppliers harmless from any liability, damages, cost or expense, including reasonable attorneys' fees and costs, arising out of or resulting from: (a) any breach or nonperformance by Client of any obligations to be performed by Client under this Agreement; (b) Client's negligence, malfeasance, or tortious conduct; (c) any claim based on Client's use of any third-party remote access system provider; and (d) Client shall indemnify and defend ServiceLink from all claims of third parties arising out of Client's actions, representations or omissions related to the Services. Client acknowledges that the Services are furnished in reliance upon Client's indemnities hereunder. Such indemnities shall survive any termination or expiration of this Agreement.
- 14) Confidentiality:
 - a) Each party acknowledges that, in the course of performing its respective duties in connection with this Agreement and while exploring prospective business relationships, including, but not limited to, initial and continuing due diligence activities and requests (collectively, the "Purpose"), it may receive or obtain the Confidential Information (as defined below) of the other party. Subject to the exceptions set forth in this section, the Receiving Party (as defined below) agrees that it and its affiliates, and their consultants, employees, accountants, counsel and subcontractors (each a "Representative" and collectively, "Representatives") shall hold all Confidential Information in strict confidence, shall use the Confidential Information only for the Purpose, and shall not disclose the same to any person or entity except: (i) with the prior written consent of the Disclosing Party (as defined below), which consent may be withheld at Disclosing Party's sole discretion, and only to the extent permitted in any such written consent; (ii) to its Representatives who have a need to know the same for the Purpose, provided that each such Representative is under a duty of non-disclosure with respect to such Confidential Information, and is



under a duty to implement commercially reasonable measures to maintain the confidentiality, security and integrity of such information, either as a condition to employment, contracting or providing of services, the terms and conditions of which are substantially similar to the terms and conditions applicable to Receiving Party under this Agreement; or (iii) pursuant to any court decree, subpoena or order compelling such disclosure, provided that the Receiving Party shall promptly notify Disclosing Party of any proposed disclosure and shall cooperate in all reasonable respects, in any efforts that the Disclosing Party may elect to oppose such compelled disclosure. Furthermore, and without limiting the generality of anything in the previous sentence, the Receiving Party shall not under any circumstance use the Confidential Information in any way that is detrimental to the Disclosing Party, including, without limitation, reverse engineering any Confidential Information and utilizing any Confidential Information to compete with the Disclosing Party. Recipient shall be responsible for any unauthorized disclosure of Confidential Information by itself or any of its Representatives.

- b) Nothing contained in this Agreement shall be deemed to grant any right or license to the Receiving Party with respect to the Confidential Information or any other proprietary right or information of the Disclosing Party.
- c) The Receiving Party may disclose such Confidential Information if: (i) required by any request or order of any government authority, provided that the Receiving Party shall first notify the Disclosing Party of such requirement and, to the extent reasonable, permit the Disclosing Party to contest such requirement; or (ii) otherwise required by law. Each party therefore agrees that, in such event, the Disclosing Party shall be entitled to obtain injunctive relief against such disclosure or anticipated disclosure in any court of competent jurisdiction, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief shall in no way limit the Disclosing Party's right to obtain other remedies available under applicable laws.
- d) No failure or delay by the Disclosing Party in enforcing any right, power, or privilege created hereunder shall operate as an implied waiver thereof, nor shall any single or partial enforcement thereof preclude any other or further enforcement thereof or the enforcement of any other right, power, or privilege.
- e) Notwithstanding anything to the contrary, Confidential Information shall not include any information that Receiving Party can demonstrate: (i) was in the public domain prior to disclosure to Receiving Party, or thereafter comes into the public domain without the fault or breach of any confidentiality obligation by Receiving Party, its employees or agents; (ii) was known by Receiving Party prior to disclosure; (iii) was acquired in good faith from a third party, and at the time of such acquisition Receiving Party had no knowledge of or reason to believe that such information was wrongfully obtained or disclosed by such third party; or (iv) was independently developed without the use of Confidential Information.
- f) The parties acknowledge and agree that use or disclosure of Confidential Information in violation of this section would cause irreparable harm to the Disclosing Party and that an award of monetary damages to the Disclosing



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

- g) Notwithstanding anything to the contrary, the obligations set forth in this section that are imposed upon the Receiving Party with respect to Confidential Information shall be expanded to the extent required under any applicable laws.
 - h) Definitions.
 - i) "Confidential Information" shall mean all information, existing currently or later developed, concerning the Disclosing Party, provided or made available to Receiving Party, which information is not publicly disclosed by the Disclosing Party or by any entity having the legal power to do so, whether oral, written, computerized or otherwise, including, without limitation, minimum price guidelines, software and future releases of software, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, pricing and discount schedules, customer lists, customer identification information, supplier lists, financial information, sales and marketing plans, technical and non-technical information, proprietary information, and any other such information that: (i) is disclosed in a written or other tangible form pursuant to the parties performing their respective obligations under this Agreement and is clearly marked with a "confidential" legend or other comparable legend; (ii) is disclosed orally or visually and will be identified as confidential at the time of disclosure and confirmed in writing within a reasonable time; or (iii) a reasonable person would deem confidential under the context of disclosure or due to the nature of the information.
 - ii) "Disclosing Party" shall mean the party disclosing or delivering the Confidential Information to the Receiving Party, whether such disclosure is directly from the Disclosing Party or through the Disclosing Party's affiliates or their employees or agents.
 - iii) "Receiving Party" shall mean the party receiving or obtaining the Confidential Information relating to the Disclosing Party hereunder, whether such disclosure is directly from the Disclosing Party or through the Disclosing Party's affiliates or their employees or agents.
- 15) Intellectual Property: Without the prior written consent of the owner thereof, Client shall not use, or permit its employees, agents or subcontractors to use, the trademarks, service marks, logos, names or any other proprietary designations, whether registered or unregistered, of ServiceLink or any of its suppliers, their affiliates or any third-party involved in supplying Provider Information furnished by or for ServiceLink under this Agreement. Nothing in this Agreement shall be deemed to grant Client any right, title or interest (including any license, sublicense, copyright interest, or other proprietary right) in or to any form, process or computer



program utilized in the delivery of the Services by or for ServiceLink or any of its suppliers.

- 16) **Equitable Relief:** In the event that Client breaches its obligations of confidentiality or its obligations regarding the unauthorized use of any Service or any ServiceLink name, intellectual property or proprietary information, Client acknowledges that ServiceLink may be irreparably injured by such breach and shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.
- 17) **Force Majeure:** None of ServiceLink, any of its suppliers, or Client shall be liable for any delay or failure to perform under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of such person including, without limitation, acts of God or public enemies, riot, terrorism, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delay, fire, earthquakes, flood, epidemics, riots or strikes. Each party agrees to strive to develop and maintain adequate backup systems, procedures and resources to assure its respective performance.
- 18) **Entire Agreement; Amendments; Severability Waiver:** This Agreement sets forth the entire understanding and agreement between ServiceLink and Client and supersedes any prior or contemporaneous oral or written agreements or representations regarding the subject matter hereof. Client may be required to execute an addendum with additional terms and conditions related to a particular Service before such service is furnished to Client. Current ServiceLink product descriptions are available from ServiceLink and are incorporated herein by reference; such descriptions are subject to change from time to time. The applicable product description in effect at the time an order for a Service is accepted shall govern such order unless otherwise agreed by Client and ServiceLink. No other changes in this Agreement may be made except in a writing executed by an officer of ServiceLink and an authorized representative of Client. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other part of its provisions. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.



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

To ServiceLink:

ServiceLink National Flood, LLC
500 East Border Street
3rd Floor
Arlington, Texas, 76010
Attn: Mark Reedy, Managing Director

With a copy to:

ServiceLink National Flood, LLC
601 Riverside Avenue
Jacksonville, Florida, 32204
Attn: Legal Department

To Client:

Name:
Address:
City and State:
Zip Code:

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

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



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

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

ServiceLink Schedule of Supplemental Terms and Conditions

Term

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

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

9. Liens and Judgments

a. Service Description.

- i. Liens and Judgments Report – Service to deliver consumer lien and judgment information maintained and provided by data provider(s) via a stand-alone report. Such information should only be considered potentially relevant to the consumer in question, and should not be considered a Consumer Report, as defined by the Federal Fair Credit Reporting Act (“FCRA”), unless required by Applicable Law or a Liens and Judgments Supplement request (described below) has been completed on the report. Additionally, the information should not be utilized as the sole factor when determining a lending decision regarding the consumer in question. APS does not update or alter underlying consumer information administered by data provider(s), and does not maintain a database of information from which new consumer reports are produced. APS does not guarantee the accuracy of data provider(s) information.
- ii. Liens and Judgments Supplement – Service to verify or update consumer lien and judgment information originally reported by data provider(s) and delivered to Company via an APS Liens and Judgments Report. Liens and Judgments Supplement requests are performed by APS at the specific request of the Company and apply solely to a specific Liens and Judgments Report specified by the Company. APS processes Liens and Judgments Supplement requests through public record documentation or third party sources. Liens and Judgments Supplement requests (i) do not update consumer



- lien and judgment information maintained by data provider(s); and (ii) do not update or apply to any other prior or subsequent Liens and Judgments Reports or other reports regarding the consumer ordered through APS. Liens and Judgments Supplement requests do not include notifications, verifications, or corrections due to consumer disputes that APS receives directly from consumers.
- b. APS hereby grants to Company a restricted license to use the Services and any data contained therein, subject to the restrictions and limitations set forth in this section of the Terms and Conditions.
 - c. Company represents and warrants that all of Company's use of the Services shall be for only legitimate business purposes, including those specified by Company in connection with a specific information request, relating to its business and as otherwise governed by the Agreement.
 - d. Company shall not use the Services for marketing purposes or resell or broker the Services to any third party and shall not use the Services for personal (non-business) purposes.
 - e. Company shall not use the Services to provide data processing services to third-parties or evaluate the data of or for third-parties.
 - f. Company agrees that if APS determines or reasonably suspects that continued provision of Services to Company entails a potential security risk, or that Company is engaging in marketing activities, reselling, brokering or processing or evaluating the data of or for third-parties, or using the Services for personal (non-business) purposes or using the Services' information, programs, computer applications, or data, or is otherwise violating any provision of the Agreement, or any of the laws, regulations, or rules described herein, APS may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the Services.
 - g. Company shall not access the Services from Internet Protocol addresses located outside of the United States and its territories without APS's prior written approval.
 - h. Company may not use the Services to create a competing product.
 - i. Company shall comply with all laws, regulations and rules which govern the use of the APS Services and information provided therein.
 - j. APS may at any time mask or cease to provide Company access to any Services or portions thereof which APS may deem, in APS's sole discretion, to be sensitive or restricted information.
 - k. A third-party physical inspection of each of Company's unique business locations that will be receiving the Services must be completed prior to each such unique location's receiving the Services, as applicable per industry best practices and regulations. The costs of these inspections shall be borne by Company.
 - l. Company shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through Services.
 - m. Company shall train new employees prior to allowing access to Services on Company's obligations under the Agreement and Terms and Conditions. Company shall conduct a similar review of its obligations under the Agreement and Terms and Conditions with existing employees who have access to Services no less than annually. Company shall keep records of such training.
 - n. Company acknowledges and understands that APS will only allow Company access to Services if Company's credentials can be verified in accordance with APS's internal credentialing procedures. Company shall notify APS immediately of any changes to the



information on Company's Agreement, and, if at any time Company no longer meets APS's criteria for providing such service, APS may terminate the Company's access to Services. Customer is required to promptly notify APS of a change in ownership, name, or physical address of Company.

- o. APS has the right to unilaterally terminate the Services if necessary for APS, in its sole discretion, to comply with applicable law, regulations, or rules.
- p. Gramm-Leach-Bliley Act ("GLBA") Data. Some of the information contained in the Services may include "nonpublic personal information," as defined in and governed by the GLBA ("GLBA Data"). Company shall not obtain or use GLBA Data through the Services, in any manner that would violate the GLBA, or any similar applicable laws, regulations or rules. Company acknowledges and agrees that it may be required to certify its permissible use of GLBA Data and will recertify upon request by APS. Company certifies that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.
- q. Economic Sanctions Laws. Company acknowledges that Services are subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, Company shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Company shall not provide access to Services to any individuals identified on OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Company shall not take any action which would place APS in a position of non-compliance with any such economic sanctions laws.
- r. Additional Terms for Liens and Judgments Supplement
 - i. Permissible Purpose. Company certifies that it has a permissible purpose for obtaining Consumer Reports as defined by the FCRA, will request the Services pursuant to procedures prescribed by APS only for those permissible purpose(s), and will use the Services obtained for no other purpose. Company will designate its specific permissible purpose(s) in writing via the Agreement per the following:
 - 1) In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or
 - 2) In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or
 - 3) In connection with a residential tenancy application involving the consumer; or
 - 4) For a legitimate business need in connection with a business transaction that is initiated by the consumer; or
 - 5) As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.
 - ii. Company certifies that when using the Services, it will comply with all applicable provisions of the FCRA and all other applicable federal, state and local legislation, regulations and rules.
 - iii. Company acknowledges that it will use Services in accordance with the Vermont Fair Credit Reporting Statute, 9 VSA § 2480e (1999), as amended (the "VFCRA") and the



FCRA, as amended and its other state law counterparts. In connection with Company's continued use of Services in relation to Vermont consumers, Company hereby certifies that it will comply with applicable provisions under Vermont law. In particular, Company certifies that it will order information Services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Company has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Company further certifies that a copy of § 2480e of the **Vermont Fair Credit Reporting Statute** has been provided to Company via APS Terms and Conditions.

- iv. If Company conducts any business in California, Company certifies that Company is not a retail seller as defined in Section 1802.3 of the California Civil Code.
- s. Terms Specific to LexisNexis
 - i. Service Description.
 - 1) RiskView™ Liens & Judgments Report (Consumer Report). Consumer report provided by LexisNexis, which includes detailed records of any potential liens and judgments linked to the applicant. Consumers may dispute the information as this may be considered a consumer report as defined by the Fair Credit Reporting Act ("FCRA") (15 USC § 1681, et seq.).
 - 2) L&J Search (Accurint Search™; non-FCRA fraud prevention and application validation tool) Non-FCRA data provided by LexisNexis may only be used to identify potential fraud when validating borrower declaration on the mortgage loan application (1003). The data may not be used to determine creditworthiness, credit standing, credit capacity or any other purpose under the FCRA.
 - ii. Service Requirements.
 - 1) As a condition to receiving the L&J Search, Company certifies its understanding that the information contained in this report is provided to supplement the Company's other processes to identify potential liens and judgments that are public record. The data is gathered from multiple third-party sources and is based on the input data. Source data often does not include multiple data points to identify the individual to whom the information belongs, is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect and cannot be guaranteed. Before relying on any data, it should be independently verified and it is Company's responsibility to request sufficient information from its applicant to confirm that the information belongs to the Company's applicant. This report or data may not be resold by Company. Neither LexisNexis, their suppliers nor APS are liable for claims or damages arising from the use of these Services, beyond the fee for the search performed.
 - 2) Compliance with Applicable Laws. For all non-public data, Company acknowledges, understands and agrees that the use and disclosure of the data may be restricted by law, including, but not limited to, the FCRA and Gramm-Leach-Bliley Act (15 USC § 6801 et. seq.) and the applicable implementing regulations, 12 CFR Part 1016 and 16 CFR Part 313) ("GLBA"), and any amendments thereto, regulations promulgated thereunder, or legislation enacted to add to or supplant any of the foregoing, including, but not limited to, legislation of any federal, state, provincial or local governmental authority, or any agency, department, bureau, division or other unit of any of the foregoing ("Jurisdiction"), which incorporates any such law, including without limitation the FCRA or GLBA, in whole or in part, or any similar legislation of any Jurisdiction



based upon or modeled, in whole or in part, on any such law, including without limitation the FCRA or GLBA. Company must not use, publish or otherwise disclose, or authorize or permit others to use, publish or otherwise disclose, any data for any purpose or in any manner that violates any federal, state or local law, rule or regulation, including, but not limited to, the FCRA, GLBA and any rules or regulations promulgated thereunder from time-to-time, as well as any other laws regarding access to, use or disclosure of the data or any similar data, or any applicable privacy, data collections or consumer protection laws (collectively hereinafter referred to as "Applicable Laws"). Company is responsible for understanding, staying current and complying with all Applicable Laws. If at any time Company and APS disagree regarding the intent, effect, necessity to comply with or the interpretation of any Applicable Laws, Company must conform to APS's interpretation thereof.

- 3) GLBA Uses. Company certifies that it will only use the Service and Data for one of the following listed purposes expressly permitted under the GLBA, and that they will not use the Service or Data for a prohibited or restricted use or purpose. Company certifies that it will not resell any of the Data or Service and the only user of the data is the Company.
 - a) Restricted uses for non-public data:
 - i) MAY NOT BE USED TO LOCATE PEOPLE TO DEVELOP A NEWS STORY;
 - ii) MAY NOT BE USED FOR LOCATING LOST LOVED ONES, FRIENDS, OR FAMILY FOR PERSONAL REASONS;
 - iii) MAY NOT BE USED FOR PURPOSES THAT MAY CAUSE PHYSICAL OR EMOTIONAL HARM TO THE SUBJECT OF REPORT;
 - iv) MAY NOT BE USED FOR INDIVIDUALS INVOLVED IN AN ADOPTION;
 - v) MAY NOT BE USED TO LOCATE INFORMATION OR DATA ON WELL KNOWN/HIGH PROFILE CELEBRITIES OR GOVERNMENT OFFICIALS;
 - vi) MAY NOT BE USED FOR PURPOSES THAT ARE NOT WITHIN YOUR STATED NORMAL COURSE OF BUSINESS;
 - vii) MAY NOT BE USED FOR ANY PURPOSE WHICH IS NOT LISTED AS A PERMISSIBLE USE FOR NON-PUBLIC DATA OR WHICH IS VIOLATIVE OF ANY APPLICABLE LAW.
 - b) Permissible uses for non-public data:
 - i) FOR USE AS NECESSARY TO EFFECT, ADMINISTER OR ENFORCE A TRANSACTION AUTHORIZED BY THE CONSUMER;
 - ii) FOR USE TO PREVENT ACTUAL OR POTENTIAL FRAUD, UNAUTHORIZED TRANSACTIONS, CLAIMS OR OTHER LIABILITY;
 - iii) FOR USE IN REQUIRED INSTITUTIONAL RISK CONTROL PROGRAMS;
 - iv) FOR USE IN RESOLVING CUSTOMER DISPUTES OR INQUIRIES;
 - v) FOR USE BY PERSONS, OR THEIR REPRESENTATIVES, HOLDING A LEGAL OR BENEFICIAL INTEREST RELATING TO THE CONSUMER;
 - vi) FOR USE BY PERSONS ACTING WITH THE CONSUMER'S CONSENT IN A FIDUCIARY OR REPRESENTATIVE CAPACITY;
 - vii) FOR USE IN COMPLYING WITH FEDERAL, STATE OR LOCAL LAWS, RULES AND OTHER APPLICABLE LEGAL REQUIREMENTS; AND



- viii) FOR USE IN AND TO THE EXTENT SPECIFICALLY PERMITTED OR REQUIRED UNDER OTHER PROVISIONS OF LAW AND IN ACCORDANCE WITH THE RIGHT TO FINANCIAL PRIVACY ACT OF 1978, TO LAW ENFORCEMENT AGENCIES (INCLUDING A FEDERAL FUNCTIONAL REGULATOR, THE SECRETARY OF THE TREASURY, A STATE INSURANCE AUTHORITY, OR THE FEDERAL TRADE COMMISSION), SELF-REGULATORY ORGANIZATIONS, OR FOR AN INVESTIGATION ON A MATTER RELATED TO PUBLIC SAFETY.
- 4) Additional Compliance Obligations. Company shall comply with all applicable law and all rules and guidelines established from time to time by applicable suppliers of APS. Company shall not, directly or indirectly: (i) compile a database with any of the information or data obtained by use of any of the Services (“Information”), including for the purpose of reselling or providing access to any of the Information, or creating a service that is not expressly contemplated by this Agreement; (ii) sell or provide access to any of the Information obtained in any transaction; or (iii) sell or provide access to any of the Information other than in accordance with applicable law and the terms of this Agreement.
 - 5) Audit Rights. APS shall, as appropriate or necessary, have the right to (1) perform audits of Company to verify that Company understands and is complying with applicable law and the terms of this Agreement; (2) request and review Company’s policies, procedures, internal controls, and training materials, to ensure that Company conducts appropriate training and oversight of employees and agents that have consumer contact or compliance responsibilities; and (3) terminate this Agreement where Company or an Authorized User is found materially to be in derogation of any duty created, or in violation of a regulation or law promulgated, by an applicable regulatory authority.
 - 6) Incorporation into Agreement. The provisions of this section of the Terms and Conditions are essential components of the Agreement and, as such, shall be incorporated into and are hereby made an essential part thereof.
 - 7) Full Force and Effect. Except as expressly modified herein, all other terms and provision set forth in the Agreement with APS shall remain in full force and effect and shall not otherwise be affected by the LexisNexis terms and conditions.
- t. Terms Specific to PitchPoint
- i. Service Description. Civil Court Search Report™ Liens & Judgments Report (Consumer Report) – Consumer report provided by PitchPoint, which includes detailed records of any potential bankruptcies, liens and judgments linked to the applicant. Consumers may dispute the information as this may be considered a consumer report as defined by the Fair Credit Reporting Act (“FCRA”) (15 USC § 1681, et seq.).
 - ii. Service Requirements.
 - 1) As a condition to receiving the Services, Company certifies its understanding that the information contained in this report is provided to supplement the Company’s other processes to identify potential liens and judgments that are public record. The data is gathered from multiple third-party sources and is based on the input data. Source data often does not include multiple data points to identify the individual to whom the information belongs, is sometimes reported, or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect and cannot be guaranteed. Before relying on any data, it should be independently



verified, and it is Company's responsibility to request sufficient information from its applicant to confirm that the information belongs to the Company's applicant. This report or data may not be resold by Company. Neither PitchPoint, their suppliers nor APS are liable for claims or damages arising from the use of these Services, beyond the fee for the search performed.

- 2) If the Company has questions on the information provided by PitchPoint, a secondary fee-based research service is available where PitchPoint will attempt to verify the current status of the court record and the identity of the defendant.
- 3) Compliance with Applicable Laws. For all non-public data, Company acknowledges, understands and agrees that the use and disclosure of the data may be restricted by law, including, but not limited to, the FCRA and Gramm-Leach-Bliley Act ("GLBA") (15 US. § 6801 et. seq.) and the applicable implementing regulations, 12 CFR Part 1016 and 16 CFR Part 313), and any amendments thereto, regulations promulgated thereunder, or legislation enacted to add to or supplant any of the foregoing, including, but not limited to, legislation of any federal, state, provincial or local governmental authority, or any agency, department, bureau, division or other unit of any of the foregoing ("Jurisdiction"), which incorporates any such law, including without limitation the FCRA or GLBA, in whole or in part, or any similar legislation of any Jurisdiction based upon or modeled, in whole or in part, on any such law, including without limitation the FCRA or GLBA. Company must not use, publish or otherwise disclose, or authorize or permit others to use, publish or otherwise disclose, any data for any purpose or in any manner that violates any federal, state or local law, rule or regulation, including, but not limited to, the FCRA, GLBA and any rules or regulations promulgated thereunder from time-to-time, as well as any other laws regarding access to, use or disclosure of the data or any similar data, or any applicable privacy, data collections or consumer protection laws (collectively hereinafter referred to as "Applicable Laws"). Company is responsible for understanding, staying current and complying with all Applicable Laws. If at any time Company and APS disagree regarding the intent, effect, necessity to comply with or the interpretation of any Applicable Laws, Company must conform to APS's interpretation thereof.
- 4) GLBA Uses. Company certifies that it will only use the Service and Data for one of the following listed purposes expressly permitted under the GLBA, and that they will not use the Service or data for a prohibited or restricted use or purpose. Company certifies that it will not resell any of the data or Service and the only user of the data is the Company.
 - a) Restricted uses for non-public data:
 - i) MAY NOT BE USED TO LOCATE PEOPLE TO DEVELOP A NEWS STORY;
 - ii) MAY NOT BE USED FOR LOCATING LOST LOVED ONES, FRIENDS, OR FAMILY FOR PERSONAL REASONS;
 - iii) MAY NOT BE USED FOR PURPOSES THAT MAY CAUSE PHYSICAL OR EMOTIONAL HARM TO THE SUBJECT OF REPORT;
 - iv) MAY NOT BE USED FOR INDIVIDUALS INVOLVED IN AN ADOPTION ;
 - v) MAY NOT BE USED TO LOCATE INFORMATION OR DATA ON WELL KNOWN/HIGH PROFILE CELEBRITIES OR GOVERNMENT OFFICIALS



- vi) MAY NOT BE USED FOR PURPOSES THAT ARE NOT WITHIN YOUR STATED NORMAL COURSE OF BUSINESS ;
 - vii) MAY NOT BE USED FOR ANY PURPOSE WHICH IS NOT LISTED AS A PERMISSIBLE USE FOR NON-PUBLIC DATA OR WHICH IS VIOLATIVE OF ANY APPLICABLE LAW.
- b) Permissible uses for non-public data:
- i) FOR USE AS NECESSARY TO EFFECT, ADMINISTER OR ENFORCE A TRANSACTION AUTHORIZED BY THE CONSUMER;
 - ii) FOR USE TO PREVENT ACTUAL OR POTENTIAL FRAUD, UNAUTHORIZED TRANSACTIONS, CLAIMS OR OTHER LIABILITY;
 - iii) FOR USE IN REQUIRED INSTITUTIONAL RISK CONTROL PROGRAMS;
 - iv) FOR USE IN RESOLVING CUSTOMER DISPUTES OR INQUIRIES;
 - v) FOR USE BY PERSONS, OR THEIR REPRESENTATIVES, HOLDING A LEGAL OR BENEFICIAL INTEREST RELATING TO THE CONSUMER;
 - vi) FOR USE BY PERSONS ACTING WITH THE CONSUMER'S CONSENT IN A FIDUCIARY OR REPRESENTATIVE CAPACITY;
 - vii) FOR USE IN COMPLYING WITH FEDERAL, STATE OR LOCAL LAWS, RULES AND OTHER APPLICABLE LEGAL REQUIREMENTS; AND
 - viii) FOR USE IN AND TO THE EXTENT SPECIFICALLY PERMITTED OR REQUIRED UNDER OTHER PROVISIONS OF LAW AND IN ACCORDANCE WITH THE RIGHT TO FINANCIAL PRIVACY ACT OF 1978, TO LAW ENFORCEMENT AGENCIES (INCLUDING A FEDERAL FUNCTIONAL REGULATOR, THE SECRETARY OF THE TREASURY, A STATE INSURANCE AUTHORITY, OR THE FEDERAL TRADE COMMISSION), SELF- REGULATORY ORGANIZATIONS, OR FOR AN INVESTIGATION ON A MATTER RELATED TO PUBLIC SAFETY.
- 5) Additional Compliance Obligations. Company shall comply with all Applicable Law and guidelines established from time to time by applicable suppliers of APS. Company shall not, directly or indirectly: (i) compile a database with any of the information or data obtained by use of any of the Services ("Information"), including for the purpose of reselling or providing access to any of the Information, or creating a service that is not expressly contemplated by this Agreement; (ii) sell or provide access to any of the Information obtained in any transaction; or (iii) sell or provide access to any of the Information other than in accordance with applicable law and the terms of this Agreement.
- 6) Audit Rights. APS shall, as appropriate or necessary, have the right to (1) perform audits of Company to verify that Company understands and is complying with applicable law and the terms of this Agreement; (2) request and review Company's policies, procedures, internal controls, and training materials, to ensure that Company conducts appropriate training and oversight of employees and agents that have consumer contact or compliance responsibilities; and (3) terminate this Agreement where Company or an Authorized User is found materially to be in derogation of any duty created, or in violation of a regulation or law promulgated, by an applicable regulatory authority.
- 7) Incorporation into Agreement. The provisions contained herein are essential components of the Agreement and, as such, shall be incorporated into and are hereby made an essential part thereof.



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

10. Monitoring

a. Debt Activity Monitoring ("DAM")

- i. Service Description. Service to monitor credit behavior via changes to credit information maintained by one or more of the nationwide consumer reporting agencies (Equifax, Experian, and TransUnion; collectively, the "Bureaus") of consumers that have a pending mortgage loan application with the Company. At the request of the Company, APS submits DAM requests to the Bureaus through their related tools (Equifax: Undisclosed Debt Monitoring™, Experian: Mortgage Watch, and TransUnion: Mortgage Notification Services) to report certain types of activity regarding a consumer's credit information, such as new trade lines and inquiries (including those arising from secondary use). Services shall expire ninety (90) to one hundred twenty (120) after the Company's request for Services, or once the Company provides notice to APS that the subject consumer is no longer in the Company's mortgage loan underwriting process per the additional terms outlined below.
- ii. Company must provide notice to APS of those consumers subject to the Services that are no longer in the Company's underwriting process due to any action taken on the credit application other than the granting of a mortgage loan, including, but not limited to, the consumer's withdrawal of their application or the denial of the applied for credit. Company must provide the notice to APS by not later than 4 P.M. CT on the day such action becomes known to Company.
- iii. Company acknowledges that:
 - 1) Due to the additional processing required to perform the Services, there may be a delay between the time an item appears on a monitored consumer's credit file in one or more Bureau consumer credit reporting database and the time that the item is reported to and made available to Company via the Services,



- 2) Provision of the consumer report provided to the Company or to a joint user with Company (e.g. a sponsoring lender or secondary purchaser of mortgage loans) for the purpose of secondary use may trigger an inquiry notice that relates to the transaction for which Company is monitoring the subject consumer, and
 - 3) In some cases related to secondary use inquiries, the identity of the entity requesting the consumer's credit report will not be available.
- iv. Company certifies that that they will not use information returned by the Services as the sole factor in any decision-making process for denying credit, but will instead use that information as an indication of the need to conduct additional due diligence on the applicant prior to making a credit decision.
 - v. Company agrees to hold in strict confidence all consumer information received through Services and not to distribute a copy of the results to any other party.
 - vi. Company shall be responsible for compliance with all laws and regulations to which it is subject.
 - vii. Company shall make requests for Services solely for monitoring of Company's own mortgage applications which are open and in the loan review process. Company certifies that information will be requested only for this purpose and no other purpose, such as soliciting new accounts. Company shall notify, in a mutually acceptable format, of the monitoring methods and criteria desired, and of any desired changes to or deletion of any individual monitoring set before its scheduled expiration date, and shall delete individual monitoring set on any consumers if Company ceases to have a permissible purpose to receive consumer credit information on such consumers. Notwithstanding the scheduled expiration of the Services, or the Bureaus shall have no liability for Company's failure to instruct or the Bureaus to delete an individual monitoring set before its expiration date in the event the Company ceases to have a permissible purpose for such monitoring.
- b. Monitoring Advantage
- i. Service Description. Service allowing the monitoring of loan customers.
 - ii. Company shall provide Monitoring Advantage (a service of APS, hereafter referred to "MA") with a List of Consumers (hereafter, either the "Current Loan List" or the "No Current Loan List," or generally the "List"), which it desires MA to monitor in the format prescribed by MA.
 - 1) Current Loan. Each name on this List must be a consumer with whom Company has a current loan. No other names can be on that List. The List shall include the borrower's first and last name, SSN, current mailing address and the loan closing date. Company may add or delete names from the List of borrowers at any time.
 - 2) No Current Loan. If Company is monitoring consumers which do not have a current loan with the Company, these shall be provided to MA in a List separate from those with a current loan. The List shall include the borrower's first and last name, SSN, and current mailing address. As discussed further below, Company represents and warrants that it has the consumer's written consent to monitor and contact consumer, and Company will provide a firm offer of credit ("FOC") to all individuals for whom Company receives such information. Company may add or delete names from the List of consumers at any time.
 - iii. Required Information.
 - 1) Company must include in the Current Loan List the name, phone number, State Licensing numbers, NMLS number, State ID number, branch name, email address



and a .jpg photo of the originating loan officer for each loan. Company shall also provide MA with the correct email address at which Company wishes to receive notices.

- 2) Company shall include in the No Current Loan List the name, phone number, branch name and email address of an Administrator who is responsible for ensuring that all No Current Loan consumers receive a FOC.
- iv. APS will use its best efforts to monitor the names on the List and to notify Company (the "Notification") when consumers on the List match the predetermined criteria provided by the Company (the "Criteria"), but APS does not represent that it will be able to notify Company of each consumer on the list who meets the Criteria. Further, APS makes no representations about the number of notifications it will send to Company. Company specifically agrees that APS has not represented to Company that MA will be able to identify every consumer on the List each time that consumer may meet the Criteria. In accordance with Section 604(c)(2) of the FCRA, Company understands and agrees that MA may provide only: (i) the name and address of the consumer; (b) an identifier that is not unique to the consumer and that is used by the person solely for the purpose of verifying the identity of the consumer; and (c) other information pertaining to a consumer that does not identify the relationship or experience of the consumer with respect to a particular creditor or other entity.
- v. MA will store the List in a secure database, segregated from MA's other customers. The List will not be used by MA for any purpose other than the monitoring activities described above. MA will not share with or otherwise transfer the List to any other person or entity with the exception of the credit bureau(s) that will assist in monitoring. MA's transmission, transportation or storage of the List outside of the United States, or access of the List from outside of the United States, is prohibited except on prior written authorization by the Company. Upon Company's discontinuation of the services of MA, the List will be deleted from MA's database. This provision will also apply to MA subcontractors or agents, if applicable. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. MA will certify in writing to Company that destruction has been completed.
- vi. Company shall provide to APS the Company's intended mail piece or telemarketing script for MA's pre-approval. Each mail piece or script must evidence the Company's intent to make a firm offer of credit and must contain the disclosures required by Section 615(d) of the FCRA, and Company shall extend a firm offer of credit to each and every individual named on any Notification it receives from APS.
- vii. If Company opts to verbally contact consumers identified as meeting the MA criteria, Company understands, acknowledges, and agrees to abide by all laws and regulations restricting the initiation of advertising and telemarketing sales calls to consumers including, but not limited to, the Telemarketing Sales Rule, the Telephone Consumer Protection Act and its implementing regulations. Company acknowledges and understands that it shall be solely responsible for ensuring that all calls to telephone numbers on the Notification provided hereunder shall comply with such laws and regulations and that Company shall indemnify and defend APS, its parent company, affiliates, related entities, officers, directors, employees, and agents (the "Indemnified Parties") from and against any and all claims brought against the Indemnified Parties by any third parties that in any way arise out of or relate to Company's use of



Notifications. Without limiting the foregoing, Company shall implement compliance policies and procedures to ensure compliance with the Telemarketing Sales Rule (16 CFR § 310) and all Applicable Law.

- viii. Company certifies that it shall only use MA when: (i) Company intends to use the information in connection with an extension of credit to, or review of an account of, the consumer (§ 604(a)(3)(A) of the FCRA); (ii) it has a legitimate business need for the information to review the account to determine whether the consumer continue to meet the terms of the account (§ 604 (a) (3) (F) (ii) of the FCRA); or (iii) for firm offers of credit pursuant to §604(c)(1)(B) of the FCRA together with the consumer's written consent, and no other.
- ix. Company shall not withdraw or withhold the FOC after the consumer is identified via MA Notification and/or after the offer is made, except as permitted by the FCRA. Company shall use any such Notification for the foregoing purpose and no other purpose and will not share it with any party who is not a joint user with the Company or acting at the direction of Company (such as a mail shop or telemarketing firm).
- x. Immediately upon selling the loan of a consumer included on a Current Loan List, Company shall notify MA of the sale, so that the consumer name will be removed from Monitoring, as the consumer no longer qualifies for the FOC waiver.
- xi. In no event shall Company further refine or net-down the Notifications provided by APS. Each and every individual named in Notifications must receive a FOC.
- xii. Company shall maintain all records related to Notifications, including FOCs, for a period of at least five (5) years after termination of the Agreement and shall provide copies of such records and information to APS as may be reasonably requested from time to time.
- xiii. Homebuyers Privacy Protection Act, H.R. 2808 ("HPPA"): Company shall adhere to the HPPA, effective March 4, 2026, which restricts which consumers may be monitored for mortgage lead purposes. Specifically, a lender may leverage leads for monitoring of a consumer only under certain circumstances, including the following:
 - 1) The lender has originated a current mortgage of the consumer;
 - 2) The lender is the servicer of a current mortgage of the consumer; or
 - 3) The lender is a bank or credit union with an existing account relationship with the consumer (e.g., checking or savings accounts).

11. Verification of Assets

- a. Service Description. Service that provides electronic verification of a consumer's financial asset and deposit information by comparing the financial account information submitted by the consumer during an application process with financial account information obtained directly from the consumer's financial institution(s). The Company obtains consent and account access credentials from the consumer prior to accessing the consumer's financial account(s). At the request of the Company and as authorized by the consumer, APS, via the proprietary technology of its supplier, such as Experian and its partner Finicity, or, FormFree, shall obtain financial account information from designated financial institution(s). The information is compiled as an asset and deposit verification report listing bank account details and computed analysis based upon specifications supplied in the Company's request. If desired, reports may be refreshed, or re-requested, without consumer involvement based upon the Company's specified refresh period of 30, 60, or 90 days.



- b. Terms Specific to Experian / Fincity
 - i. Company acknowledges and agrees that delivery of Services is dependent on the following:
 - 1) Collection of consumer's credentials (i.e. consumer's log-in credentials or other access information to online services and information at the consumer's financial institution(s));
 - 2) Consumer's explicit consent for the following, all of which shall be performed in order for APS via Fincity to use the consumer's credentials to access the consumer's financial institution(s) and collect and aggregate account data to deliver account data and applicable verification report(s) to Company, and to deliver account data to Experian for use in accordance with all applicable laws, rules, and regulations:
 - a) Collection of consumer's credentials on behalf of, and explicitly naming, APS via Fincity;
 - b) Provision of the consumer's credentials, and any necessary documentation, to APS via Fincity;
 - c) Retention and use of consumer's credentials, one-time (or more, as may be necessary for compliance with obligations under applicable law), by APS via Fincity;
 - 3) APS's ability, via Fincity, to access the online services and information at the consumer's financial institution(s).
 - ii. Company agrees that APS, Experian, and Fincity are not responsible for the following:
 - 1) Provision of Services for any consumer that does not provide consent, credentials, or required consumer uploaded documentation, as applicable; and
 - 2) Inclusion of data from a consumer's financial institution into any verification report if the consumer's financial institution does not permit access to the consumer's financial institution's online services or information for purposes of delivering Services
 - iii. Company represents and warrants that it will request and use Services:
 - 1) Strictly in accordance with the federal Fair Credit Reporting Act ("FCRA") (15 USC § 1681 et seq.), and all laws with respect to the collection, distribution, or use of any information on consumers, including any applicable state consumer reporting laws, comply with all requirements of the FCRA applicable to it, including any restrictions related to medical information and not request or use Services for purposes prohibited by law; and
 - 2) Solely in connection with a single transaction with the consumer, which data has been determined is relevant to effect or process the subject transaction, and only with respect to a transaction involving the consumer as to whom such information is sought.
 - iv. If the consumer makes a timely request of Company, Company may share the contents of the applicable verification report with the consumer as long as it does so without charge and only after authenticating the consumer's identity.
 - v. Company agrees that APS and Experian have the right to review templates for adverse action notices that contain references to reports provided as part of the Services.
 - vi. In the event Company has requested recurring Services, Company represents and warrants that it shall, at all times:



- 1) Provide a clear and conspicuous explanation to consumers of how the consumer can opt out of the recurring use of the consumer's credentials in the future (e.g., electronically or through Company's customer care), and
 - 2) Provide the consumer the ability to opt out of future use of the consumer's credentials (e.g., electronically or through Company's customer care) for the provision of future Services.
- vii. Company agrees that APS, Experian, and Finicity are not responsible for the provision of any future Services regarding any consumer that has opted out of the future use of the consumer's credentials.
 - viii. Company will notify APS immediately after it no longer possesses a permissible purpose or the consumer has discontinued access to the consumer's credentials.
 - ix. Company certifies that the Services (including all reports and account data) shall not be used, disclosed, transmitted, or accessed in any way outside the United States or its territories.
 - x. Company understands that regulatory agencies or third parties may periodically audit Company directly or via APS regarding the usage of Services and information supplied in obtaining Services. Company understands that audits may entail contacting the consumer to verify Services were performed with their consent and information supplied in requesting services was accurate. Company will provide full cooperation during audits and will be responsible for assuring full cooperation of its employees. Violations discovered in the course of an audit are subject to immediate action including, but not limited to, termination of service agreement, legal action, and referral to federal, state, or local regulatory authorities.
 - xi. Additional Terms for Use for Prequalification. In the event Company intends to request and use the Services for prequalification purposes or to check to see if the consumer to whom the account data or verification report(s) relates is qualified for certain credit terms under the FCRA, Company certifies that it shall comply with the following requirements for the term of the Agreement:
 - 1) FCRA Compliance - Written Instructions. If Company is obtaining "written instructions" online, Company shall substantially comply with the following requirements:
 - a) Company will prominently display a message specifically informing the consumer that the consumer's account data or verification report(s) will be consulted for the purpose for which it is to be used and no other purpose, and that clicking on the "I AGREE" button following such notice constitutes written instructions to the Company under the FCRA. Company agrees that the final notice provided by Company will be approved by Experian.
 - b) The "I AGREE" button must immediately follow the notice provided for above. The notice and "I AGREE" button must be separate from any other notice or message contained on the web site.
 - c) The terms to which the consumer is agreeing immediately preceding the consensual click must be viewable by the consumer.
 - d) The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice.
 - e) The consumer must be provided with a statement of the hardware and software requirements for access to and retention of the terms to which he or she is agreeing, including their consent, and must consent in a manner that



reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent.

- f) The record of the consumer's "written instruction" by clicking "I AGREE" must be retained by Company in a form that is capable of being accurately reproduced for later reference by the parties.
- 2) Additional Terms
- a) Except as Experian may otherwise authorize in writing, Company may not provide the account data or any verification report(s) (in whole or in part), a score, a decision, or any other information or decision derived from the Services to the consumer or to any third party. Notwithstanding the foregoing, Company may provide a consumer with Company's prequalification decision.
 - b) Company may return to consumer credit options obtained by Company through the Services, and Company may forward consumer-provided information to a third party to whom the credit option relates, but only if consumer provides subsequent consent to do so following receipt of such credit options.
 - c) Company may not make any credit decision, nor provide FCRA regulated prescreen services, on behalf of a third party.
 - d) Company may not post "ID stripped" credit profiles on its web site for bid by a third party.
 - e) Company may only provide consumer referrals to third parties that have their own permissible purpose as defined in Section 604 of the FCRA, and only as directed by the consumer to whom the credit report relates.
 - f) Company may not operate as the agent of any third party.
 - g) Company may not (a) operate as a reseller of prequalification services or (b) directly or indirectly charge a consumer any costs or fees, or accept any other payment or valuable consideration from a consumer, for prequalification or any information derived therefrom ("Consumer Credit Information"), including, without limitation, by offering the Prequalification Services or Consumer Credit Information as the sole additional feature of a higher-priced service offering or as an incentive to or bundled with a fee-based offering.
 - h) Company may not use, or permit their respective employees, agents, and subcontractors to use the trademarks, service marks, logos, names, or any other proprietary designations of Experian, whether registered or unregistered, without prior written consent from Experian. Experian reserves the right to review Company's press releases and other collateral, as needed, in order to limit the use of Experian's name.
 - i) Company shall not advertise, represent, claim or infer that it can (a) remove accurate but negative information from the consumer's credit report or (b) help the consumer restore a credit report or improve or enhance the consumer's credit score, record, history or rating. Company shall avoid the following terms: clear your credit, fix your credit, advice on correcting your credit, clean up your credit, repair your credit, guidance on how to correct your credit report, help to improve your score, etc.
- 3) Additional Terms for Consumer's Written Instructions. In the event Company intends to request and use the Services based on a consumer's "written



instructions" under the FCRA, Company certifies that it shall comply with the following requirements for the term of this Addendum:

a) FCRA Compliance - Written Instructions. Prior to Company's request for consumer report(s), account data, or verification report(s), Company shall obtain the written instructions of the consumer to whom it relates in compliance with the FCRA. Company will obtain the consumer's express written instruction to access the consumer's consumer report(s), account data, or verification report(s) for the purpose described above in a clear and conspicuous manner. In addition to the requirements described herein, Company shall comply with all applicable electronic records and signatures laws, including but not limited to the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act").

i) Written Instructions by Internet. If Company is obtaining a consumer's written instructions online, Company shall comply with the following requirements.

(1) Company will prominently display a message specifically informing the consumer that the consumer's consumer report(s), account data, or verification report(s) will be consulted for the use described above and no other purpose, and that clicking on the "I AGREE" button following such notice constitutes written instructions to the Company under the FCRA. Company agrees that the notice provided by Company will be substantially as follows:

You understand that by clicking on the I AGREE button immediately following this notice, you are providing "written instructions" to [name of Company] under the Fair Credit Reporting Act authorizing [name of Company] to obtain information from your consumer report(s), account data, verification report(s), or other information from Experian via Advantage Partners Solutions. You authorize [name of Company] to obtain such information solely to [insert use described above].

(2) The "I AGREE" button must immediately follow the notice provided for above. The notice and "I AGREE" button must be separate from any other notice or message contained on the web site.

(3) The terms to which the consumer is agreeing immediately preceding the consensual click must be viewable by the consumer.

(4) The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice.

(5) The consumer must be provided with a statement of the hardware and software requirements for access to and retention of the terms to which he or she is agreeing, including their consent, and must consent in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent.

(6) The consumer must have the ability (should they choose) to print out the terms to which he or she is agreeing, including their consent.



- (7) The record of the consumer's "written instruction" by clicking "I AGREE" must be retained by Company in a form that is capable of being accurately reproduced for later reference by the parties.
 - (8) The consumer must be informed how, after providing consent, he or she may, upon request, obtain a paper copy of any applicable electronic record, and whether any fee will be charged for such copy.
 - (9) The Company must provide the consumer with information on how the consumer can update his or her contact information to the extent required by applicable law.
- ii) Written Instructions by Telephone. If Company is obtaining a consumer's written instructions over the telephone for access to consumer report(s), account data, or verification report(s) for the use described above, Company shall comply with this section of the Terms and Conditions, including as specifically modified below:
- (1) Company will ask each consumer to confirm his or her consent to access such person's consumer report(s), account data, or verification report(s) by asking the following:
 - (2) You need to authorize [name of Company] to access your consumer report(s), account data, or verification report(s) for [insert use described above]. Please confirm your authorization to access your consumer report(s), account data, or verification report(s) for [insert use described above] by pressing the # key now.
 - (3) The consumer must not be able to proceed in the process without affirmatively agreeing to allow access to his consumer report(s), account data, or verification report(s) as provided above; and
 - (4) The record of the consumer's "written instruction" by pressing the # symbol must be retained by Company in a form that is capable of being accurately reproduced for later reference by the parties.
- c. Terms Specific to FormFree
- i. Company certifies that Services may be ordered by a representative of the Company only when a consumer has provided consent to the Company.
 - ii. Company understands that regulatory agencies or third parties may periodically audit Company directly or via APS regarding the usage of Services and information supplied in obtaining Services. Company understands that audits may entail contacting the consumer to verify Services were performed with their consent and information supplied in requesting services was accurate. Company will provide full cooperation during audits and will be responsible for assuring full cooperation of its employees. Violations discovered in the course of an audit are subject to immediate action including, but not limited to, termination of service agreement, legal action, and referral to federal, state, or local regulatory authorities.
 - iii. Company agrees to comply with all applicable federal, state, and local rules and regulations applicable to their respective provision or use of the Services or data provided under this Addendum, including, if applicable, the Gramm-Leach-Bliley Act ("GLBA") and the implementing regulations issued thereunder. The Company will not use or disclose any Information other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLBA and applicable regulations and all other laws with respect to protection of consumer information.



12. Background Reporting – CIBER-Safe

- a. Service Description. Customizable suite of background reporting products and services, including the following options: federal criminal history, county criminal history, Social Security number (“SSN”) validation, motor vehicle report, education verification, professional license check, personal reference check, and drug testing. APS will provide a Background Employment Report that summarizes the requested background information for an individual consumer per relevant and available information obtained through major data collections sources, available via APS’s CIBER-Safe website. By default, adverse information is reported up to seven (7) years prior to the date of the report. Company may request that certain adverse information be reported for a longer period of time with a valid permissible purpose; such requests will be evaluated for feasibility and compliance with applicable federal and state laws and regulations.
- b. Permissible Purpose. Company certifies that it has a permissible purpose for obtaining Consumer Reports as defined by the Fair Credit Reporting Act (“FCRA”) (15 USC § 1681b). Company certifies that it will request Services for the specific permissible purpose of evaluating individuals for employment, promotion, reassignment, or retention.
- c. Company shall, from time to time, request Services pursuant to procedures prescribed by APS and only when Company is considering the individual to whom the report relates for employment, promotion, reassignment, or retention as an employee or independent contractor, and for no other purpose of any kind.
- d. Company certifies that it will not request Services regarding a consumer unless:
 - i. A clear and conspicuous disclosure has been made in writing to the consumer being inquired upon before the report is obtained, in a document consisting solely of the disclosure, that a Consumer Report may be obtained for employment purposes; and
 - ii. The consumer has authorized in writing the procurement of the report by the Company
- e. Company will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
- f. Company certifies that before taking adverse action based in whole or in part on the Consumer Report, the Company will provide the consumer to whom the report relates:
 - i. A copy of the Consumer Report; and
 - ii. A description in writing of the rights of the consumer under the FCRA, **A Summary of Your Rights Under the Fair Credit Reporting Act**, a copy of which is provided to Company via APS Terms and Conditions.
- g. Company certifies that it understands and will comply with all requirements and obligations regarding adverse action notifications per the FCRA.
- h. Company certifies that information from the Consumer Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
- i. Company understands that personal reference checks are considered “investigative consumer reports” as defined per the FCRA, and certifies that it will comply with all relevant requirements and obligations.
- j. COMPANY ACKNOWLEDGES THAT THE USE OF CONSUMER REPORTS FOR EMPLOYMENT PURPOSES IS GOVERNED BY FEDERAL, STATE, AND LOCAL LAWS THAT DIFFER SIGNIFICANTLY BY LOCATION. COMPANY FURTHER ACKNOWLEDGES THAT THE ORDERING OF CONSUMER REPORTS FOR EMPLOYMENT PURPOSES OR THE USE OF INFORMATION CONTAINED THEREIN FOR EMPLOYMENT PURPOSES MAY BE UNLAWFUL DEPENDING ON PERTINENT



GOVERNING LAW AND DEPENDING ON SPECIFIC CONDITIONS SURROUNDING THE EMPLOYMENT DECISION, INCLUDING, BUT NOT LIMITED TO, THE TYPE OF BUSINESS THAT THE EMPLOYER IS ENGAGED IN, AND THE NATURE OF THE DUTIES ENTAILED BY THE POSITION TO BE HELD BY THE CONSUMER BEING INQUIRED UPON. COMPANY CERTIFIES THAT IT BEARS THE RESPONSIBILITY FOR DETERMINING THE LAWFUL USE OF CONSUMER REPORTS FOR EMPLOYMENT PURPOSES WITHIN ITS JURISDICTION AND THAT IT WILL NOT VIOLATE ANY APPLICABLE FEDERAL, STATE, OR LOCAL EMPLOYMENT LAWS AND REGULATIONS IN ORDERING OR USING THE INFORMATION CONTAINED IN CONSUMER REPORTS FOR EMPLOYMENT PURPOSES. COMPANY FURTHER SPECIFICALLY AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD APS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, COSTS, CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY APS, ARISING OUT OF, RESULTING FROM OR THREATENING TO RESULT FROM THE COMPANY'S USE OR MISUSE OF CONSUMER REPORTS FOR EMPLOYMENT PURPOSES.

13. Property Valuation

a. Automated Valuation Model ("AVM")

- i. Service Description. Collection of leading industry models designed to provide value estimates for subject properties.
- ii. Company may remotely access and use APS's licensed copy of the Services for the sole purpose of accessing one or more AVMs created for the Company by APS and generating property-specific reports in connection with those AVMs consistent with ordinary operation of the product's functionality. No license of any kind is created by this Addendum.
- iii. Company may not resell access to or the results from the Services, and may only use the Services for internal business purposes. Company may not change, delete, or omit any information or output generated by the Services.
- iv. Company will comply with all applicable export laws and regulations, and agrees to use Services solely for the purposes of borrower verification associated with mortgage loan requirements.

b. Property Valuation Services - Equifax

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



- ii. Restrictions on Use
 - 1) General Restrictions: Qualified Subscriber shall not: (i) use the Information Services outside the United States without Equifax's prior written consent; (ii) disassemble, decompile, manipulate or reverse engineer the Information Services or the information output there from and shall take all necessary steps to prevent such disassembly, decompiling, manipulation or reverse engineering; or (iii) use the Information Services for illegal purposes, beyond the scope of the license granted above, or to violate any federal, state or local statute, law or regulation, or for skip tracing, or for electronic telephone directory assistance. Qualified Subscriber shall be solely responsible for obtaining any and all necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to real estate property valuation practices. Qualified Subscriber will not use any element or component of the Information Services to create, replace, supplement or enhance any title, legal vesting, ownership or encumbrance reports. Qualified Subscriber will not use the Information Services coupled with alternative insurance approaches or products without first obtaining Equifax's written permission.
 - 2) Consumer Restrictions: Qualified Subscriber shall: (i) not use for solicitation the name, mailing address or telephone number of a consumer that is designated within any Information Services; (ii) with respect to the Information Services, abide by all prevailing federal, state, and local laws and regulations governing fair information practices and consumers' rights to privacy; and (iii) limit access to the Information Services to those individuals who have a "need to know" in connection with Qualified Subscriber's business and will obligate those individuals to acknowledge consumers' rights to privacy and adhere to fair information practices; and (iv) with respect to any score, hold all information received from Equifax in connection with the Service in strict confidence and will not disclose that information to the subject of the report or to others except as required or permitted by law.
 - 3) Fair Credit Reporting Act ("FCRA") Restrictions: Qualified Subscriber shall not use the Information Services: (i) as a factor in establishing an individual's eligibility for credit or insurance; (ii) in connection with underwriting individual insurance; (iii) in evaluating an individual for employment purposes; (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority; (v) in connection with any permissible purpose as defined by the FCRA; or (vi) in any other manner that would cause such use of the information to be construed as a consumer report by any authority having jurisdiction over Qualified Subscriber, Equifax or both.
- iii. Limitations of the Information Services. The Information Services, including without limitation, the Automated Valuation Models ("AVMs") used in the performance of the Information Services, do not constitute an appraisal of the subject property. The condition of the subject property and current market conditions can greatly affect the validity of the Information Services. Any AVM generated does not include a physical inspection of the subject property or a visual inspection or analysis of current market conditions by a licensed or certified appraiser, which is typically included in an appraisal. The Information Services should not be relied upon in lieu of an appraisal or underwriting process. The predicted value reports are based upon data collected



- primarily from public record sources. THE ACCURACY OF THE METHODOLOGY USED TO DEVELOP THE AVMS, THE REPORTS, THE EXISTENCE OF THE SUBJECT PROPERTY, AND THE ACCURACY OF THE PREDICTED VALUE ARE ESTIMATIONS OF VALUE BASED ON AVAILABLE DATA AND ARE NOT GUARANTEED OR WARRANTED. NEITHER EQUIFAX NOR ITS AFFILIATES OR LICENSOR MAKE ANY WARRANTY OR REPRESENTATION: (I) THAT THE DATA IS IN COMPLIANCE OF ANY FEDERAL OR STATE OPT OUT OR DO NOT CALL OR SIMILAR LAW; OR (II) ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE INFORMATION SERVICES IN ANY JURISDICTION, STATE OR REGION.
- iv. Service Availability and Changes. If the continued provision of all or any portion of the Information Services becomes impossible, impractical, or undesirable due to circumstances involving or imposed by Equifax's third party licensors or data sources, Equifax reserves the right to, in its sole discretion: (i) change each or any of, including without limitation, the content, format, or style of an Information Services; or (ii) discontinue any Information Services, at any time as reasonably necessary to resolve any circumstances involving or imposed by such licensors or data sources. Equifax will provide notice of any change(s) or a discontinuation as far in advance as circumstances reasonably permit.
 - v. Limitation on Scores. Equifax does not guarantee the predictive value of any score and does not intend to characterize any individual as to credit, purchasing, or any other capability. Neither Equifax nor its directors, officers, employees, agents, subsidiary and affiliated companies, or any third-party contractors, licensors or suppliers of Equifax will be liable to Qualified Subscriber for any damages, losses, costs or expenses incurred by Qualified Subscriber resulting from any failure of any score to accurately predict any propensity, including credit worthiness, of Qualified Subscriber's applicants or customers.
 - vi. Equifax APIs. Qualified Subscriber will be responsible for providing and installing all hardware and software at its facilities necessary to access the Information Services. Equifax may make available to Qualified Subscriber one or more proprietary application programming interfaces (APIs) that permit Qualified Subscriber to access certain functionality of the Information Services (each an "Equifax API"). Subject to the Agreement and Equifax's terms and conditions, Equifax grants to Qualified Subscriber a revocable, non-exclusive, non-transferrable, non-assignable, limited license to implement the Equifax APIs for the sole purpose of communicating and interoperating with the Information Services for Qualified Subscriber's internal business purposes in accordance with the Agreement and Equifax's terms and conditions. Qualified Subscriber shall not at any time, and shall not permit others to (i) reproduce, modify, distribute, decompile, disassemble, transfer or reverse engineer any portion of any Equifax API; (ii) violate or attempt to violate the security of the Equifax APIs (e.g., accessing a server or account you do not have authorization for; attempting to test, scan, probe, or hack the vulnerability of any Equifax API or any Equifax network used by the API; attempting to circumvent any authentication measures; overload, flooding or pinging any Equifax API); or (iii) use the Equifax APIs in a manner that, in Equifax's reasonable discretion, constitutes excessive or abusive use or is inconsistent with the Agreement and Equifax's terms and conditions. Qualified Subscriber shall be solely responsible for all uses of any Equifax API occurring under any API key or credentials issued to Qualified Subscriber by Equifax. Qualified Subscriber acknowledges that, as



between the parties, Equifax exclusively owns all rights, title, and interest (including all intellectual property rights) in and to the Equifax APIs. Qualified Subscriber shall use commercially reasonable efforts to safeguard the Equifax APIs (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. For the avoidance of doubt, Equifax APIs shall be considered "Information Services" for the purposes of the Agreement and Equifax's terms and conditions.

14. Other

a. SAFESCAN® – Equifax

- i. Service Description. 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.
- ii. 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. Company will not use a SAFESCAN® alert or warning message in its decision-making process for denying credit or any other Fair Credit Reporting Act ("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. Company understands that the information supplied by SAFESCAN® may or may not apply to the consumer about whom Company has inquired.

b. PERSONA® and PERSONA PLUS® – Equifax

- i. Service Description. 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.
- ii. Certification. Company will notify Equifax whenever a consumer report will be used for employment purposes. Company 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 Company 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. Company 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 Fair Credit Reporting Act ("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. Company acknowledges that it has received from Equifax a copy of the written disclosure form prescribed by the FTC.

c. OFAC Screening Services

- i. Service Description. Office of Foreign Assets Control ("OFAC") Alert is an information service that is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing the subject consumer's eligibility for credit, insurance, employment or any other purpose authorized under Section 604 of the Fair Credit Reporting Act ("FCRA"), and in no event will Company use such information, in whole or in part, as a basis for any adverse action against such



- consumer. User certifies it will not use any information provided through the OFAC Alert Service as part of its decision-making process for determining the consumer's eligibility for any credit products or other products, benefits (including the opportunity to rent a dwelling) or services applied for. Company acknowledges that APS is providing data to support Company's own processes and decisions, and Company's customer(s) should not be denied any service or access based solely on data or results provided by APS. Company is solely responsible for any denial of service to Company's customers, and Company should not deny such service based upon data or results provided by APS or APS's information providers without first conducting an appropriate review and adjudication process. Company agrees to indemnify, defend and hold harmless APS for any claim arising from any such denial of service. Company understands that APS is providing the OFAC Services to Company in reliance on this warranty.
- ii. Company acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and Company further certifies that upon receipt of an OFAC Alert, it will contact the appropriate government agency for confirmation and instructions. The OFAC Alert indicator may or may not apply to the consumer whose eligibility is being considered by Company.
 - iii. APS cannot guarantee the accuracy or reliability of the OFAC Service. Company acknowledges that the existence of a search based on very limited identifying information contained in a database does not necessarily indicate that the person for whom the Company inquired is the same person searched in the database. The use of the OFAC Services does not attempt to, nor does it, satisfy any of Company's legal obligations that may be administered by OFAC or any other governmental agency.
 - iv. Client Identification Program ("CIP") means a risk based program that includes policies, procedures, and controls to (i) verify the identity of the person (consumer or entity) seeking to open an account, (ii) maintain records of the information used to verify identity and (iii) consult government lists of known or suspected terrorists or terrorist organizations to confirm that the person is not on any list. Company certifies that it maintains a CIP, which includes, without limitation, a designated Compliance Officer, procedures for resolving whether any person matched in the OFAC Services is in fact subject to regulation by the Department of the Treasury's Office of Foreign Asset Control or other government agency, ongoing employee training, and an independent audit function to test the program.
- d. Verification of Military Status
- i. Service Description. Service to provide verification of a consumer's military status.
 - ii. Company agrees to obtain a signed written authorization from each subject prior to ordering a Verification of Military Status Service. Company will maintain all authorizations for at least five years and will provide APS with a copy upon request.
 - iii. To receive this Service, Company shall include in each order all information and documents required by APS.
 - iv. Based on the data provided to APS, APS will provide Company with Military Status Reports verifying an individual's enrollment in the Defense Enrollment and Eligibility Reporting System ("DEERS") database maintained by the Defense Manpower Data Center of the U.S. Department of Defense to determine whether such individual is serving on active duty in, or has been discharged from active duty within the



- immediately preceding 367 days from, the Uniformed Services (Army, Navy, Marine Corps, Air Force, National Oceanic and Atmospheric Administration, Public Health Service and Coast Guard) and therefore is eligible for coverage under the Service Members Civil Relief Act, 50 USC, App. § 501 et seq., as amended (“SCRA”). Company represents and warrants that the data provided to APS for purposes of obtaining a Military Status Report is provided in compliance with all applicable laws. Company further certifies that it will order Military Status Reports solely for the purposes of determining coverage under SCRA.
- v. Company acknowledges and understands that the DEERS database only provides data regarding whether an individual is serving on active duty or has been discharged from active duty within the immediately preceding 367 days. Company further acknowledges and understands that coverage under the SCRA may include certain categories of persons on active duty for purposes of the SCRA who would not be reported as on "active duty" in the DEERS database. APS makes no representation or warranty, express or implied, as to the eligibility of any individual under the SCRA. Military Status Reports represent the certification by the DEERS database that an individual is on active duty status as defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days; provided, however, that (i) in the case of a member of the National Guard, active duty service as reported in the DEERS certificate includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by federal funds; and (ii) a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (“NOAA Commissioned Corps”) for a period of more than thirty (30) consecutive days shall be reported as on active duty status in the DEERS certificate. In ordering a Military Status Report, Company agrees to make its own analysis of the applicability of the SCRA as to any individual. Company further agrees that APS shall not be liable for any errors in the data provided by Company for purposes of obtaining a Military Status Report.
 - e. Attributes Service – Equifax
 - i. Service Description. Service to provide a Trended ACROFILE Plus Telco & Utilities consisting of selected attributes regarding consumers via Equifax and third-party consumer reporting databases.
 - ii. Any provision of Attributes Service by APS to Company (or “Qualified Subscriber”) shall be subject to the terms and conditions of the Agreement and the additional Attributes Service terms and conditions set forth below (the “Attributes Service Terms and Conditions”). Prior to APS offering any Attributes Service to a Qualified Subscriber, the Attributes Service Terms and Conditions shall be agreed to by the Attribute Qualified Subscriber by its inclusion in APS's Agreement and additional Terms and Conditions, and shall be binding on the Parties.
 - iii. Scope. These Attributes Service Terms and Conditions establish the terms and conditions pursuant to which CRA may provide the Attributes Service to Qualified Subscriber as described herein.
 - iv. Definitions. All capitalized terms used but not defined herein shall have the meanings given them in the Agreement. In addition to the definitions set forth elsewhere in these



Attributes Service Terms and Conditions, the following terms have the meanings set forth below:

- 1) "Approved GSEs" means a government agency or a privately-held, quasi-governmental entity (created by acts of Congress) established to enhance the flow of credit to specific sectors of the American economy ("GSEs"); provided that GSEs do not lend money to the public directly, but instead guarantee third-party loans and purchase loans in the secondary market. A list of the Approved GSEs is provided below, which may be updated from time to time by Equifax.
 - 2) "Attributes Service" means the Trended ACROFILE Plus Telco & Utilities, an Information Service pursuant to the Agreement, consisting of the selected attributes and items of information regarding consumers contained in the third-party consumer reporting agency database of NCTUE provided through Equifax as a reseller of the consumer reports from NCTUE (pursuant to the FCRA). The Attributes Service is considered an "Equifax Information Service" for purposes of these Attributes Service Terms and Conditions and the Agreement and the terms and conditions therein (notwithstanding that the Attributes Service comes from the NCTUE consumer reporting database and Equifax is solely a reseller of such information).
 - 3) "CRA" means APS, a Reseller of credit data and related services.
 - 4) "NCTUE" means the National Consumer Telecom and Utilities Exchange, Inc. ("NCTUE") database, a third party member-owned consumer reporting agency through which its member companies exchange source-anonymous information on new connect requests, payment history, and historical account status or fraudulent telecommunications, pay TV, utility and central alarm service accounts. For the avoidance of doubt, NCTUE Database does not include Equifax credit information, and Equifax is not a member of NCTUE, nor does Equifax own any aspect of NCTUE.
 - 5) "Private Issuers" means those financial institutions comprised of investment firms that are members of the Structured Finance Association (an association established with the core mission of supporting a robust and liquid securitization market, recognizing that securitization is an essential source of core funding for the real economy (<https://structuredfinance.org/members/>)) and that securitize mortgage loans and underwrite and issue MBS for sale to investors in accordance with applicable securities laws. A list of the Private Issuers is provided below, which may be updated from time to time by Equifax.
 - 6) "Qualified Subscriber" means the end user client ("Company") of APS.
- v. License. Subject to Qualified Subscriber's compliance with the terms of the Agreement (including these additional Attributes Service Terms and Conditions), and solely during the license term set forth in the Agreement or the applicable ordering document, CRA grants to Qualified Subscriber and Qualified Subscriber receives a non-transferrable, non-exclusive, revocable license to use the Attributes Services within the Permitted Territory solely for the Permitted Use set forth below and not for any other purpose.
- vi. Permitted Use. Qualified Subscriber will only use the Attributes Services in accordance with the Agreement (including these additional Attributes Services Terms and Conditions) and for the following use and no other use (the "Permitted Use"):
- 1) FCRA Certifications. Qualified Subscriber acknowledges that the Attributes Service consists of Consumer Reports, as defined by the FCRA, and will only be



ordered when Qualified Subscriber intends to use the Consumer Report: (a) in accordance with the FCRA and all state law FCRA counterparts, and (b) for one of the FCRA permissible purposes set forth in the Agreement. Qualified Subscriber further certifies that it will use each Consumer Report ordered from Equifax for one of the foregoing purposes and for no other purpose and that it will not share with or provide to any third party such consumer reports, except as otherwise expressly permitted by the Agreement or this section of the Terms and Conditions.

- 2) **Limits on Use.** Qualified Subscriber further agrees that the Attributes Service will only be ordered solely for the purpose of delivering the Attributes Service to Approved GSEs and Private Issuers that are seeking to obtain the Attributes Service to be used in (i) the Approved GSEs' and Private Issuers' respective automated underwriting systems as one of the many secondary risk factors for mortgage loan assessment (e.g. to determine whether to purchase a mortgage loan) (the "Mortgage Loan Assessment"), and (ii) the creation and underwriting of mortgage-backed securities ("MBS"). Qualified Subscriber may deliver the Attributes Services to GSEs and Private Issuers that may not be listed below for the Permitted Use but that otherwise meet the qualifications of an Approved GSE or Private Issuer, as applicable; provided that Qualified Subscriber will notify APS within five (5) business days of any new GSE(s) or Private Investor(s) so that Equifax can determine whether to allow them use or receipt of the Attributes Service, in Equifax's and its data provider's discretion (the "Permitted Use Update"); provided, however Qualified Subscriber shall be permitted to provide Attributes Service to any new Private Issuer that becomes a member of the Structured Finance Association so long as such Private Issuer is included in the Permitted Use Update until such time as Equifax provides its formal approval or rejection of continued use or receipt of the Attribute Service and inclusion in the list below.
 - 3) **Adverse Action Prohibited.** THE ATTRIBUTES SERVICE MAY NOT BE USED, IN WHOLE OR INPART, BY QUALIFIED SUBSCRIBER OR ANY APPROVED GSE, PRIVATE ISSUER OR ANY OTHER PERSON TO TAKE ANY ADVERSE ACTION (AS DEFINED IN THE FCRA). Qualified Subscriber will not interpret the failure of Equifax, NCTUE or CRA to return any Attributes Service or other information regarding the consumer's eligibility for a credit service as a statement regarding that consumer's credit worthiness, because that failure may result from one or more factors unrelated to credit worthiness.
- vii. **Qualified Subscriber Representations.** Qualified Subscriber covenants, represents and warrants that:
- 1) Qualified Subscriber represents that it is in the mortgage underwriting, lending and related industries.
 - 2) Qualified Subscriber shall (i) use the Attributes Services exclusively for the Permitted Use and for no other purpose, including credit decisioning purposes, and (ii) use and ensure that any permitted agents of Qualified Subscriber access and use Attributes Services in accordance with the terms of the Agreement (including these additional Attributes Services Terms and Conditions).
 - 3) Qualified Subscriber shall use the Attributes Services in a manner that (i) complies with all applicable federal, state and local laws, rules, regulations and ordinances, including those governing privacy, data protection, fair information practices, public



- records, marketing to consumers and consumers' rights to privacy; (ii) does not, in any way or for any purpose, infringe any third party's intellectual or proprietary rights, including but not limited to, copyright, patent, trademark, or trade secret; and (iii) is not defamatory, libelous, harmful to minors, obscene, pornographic, unlawfully threatening or unlawfully harassing. Qualified Subscriber is solely responsible for all results of its or its employees and permitted agents use of the Attributes Services.
- 4) Qualified Subscriber shall not (i) merge or combine the Attributes Services with information or data from any other source, or (ii) use the Attributes Services in combination with any other Equifax Information Services.
 - 5) Qualified Subscriber shall hold all Attributes Service and all information contained therein licensed under these Attributes Service Terms and Conditions in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever to others except to the extent expressly permitted under these Attributes Services Terms and Conditions or as otherwise expressly required by law.
 - 6) Qualified Subscriber shall not reuse Attributes Service or any information contained therein in any manner, including with respect to any additional transactions or disclosures for additional Mortgage Loan Assessments.
 - 7) Except as expressly permitted in these Attributes Service Terms and Conditions, Qualified Subscriber shall not: (i) sell, convey, license, sublicense, copy, commingle, archive, reproduce, display, publish, disclose, distribute, disseminate, transfer, use or otherwise make available the Attributes Service, or any portion thereof, to another in any manner or by any means; (ii) reverse engineer, decompile, modify in any manner or create derivative works from the Attributes Service; or (iii) export nor permit the export of the Attributes Service outside of the Permitted Territory.
- viii. Disclosing Attributes Service to Consumer Subjects. Qualified Subscriber will not provide the Attributes Service, or information contained therein, to the consumer subject of such information unless expressly required by law or approved in writing by Equifax. In the event that Qualified Subscriber discloses the Attributes Service to the consumer, Qualified Subscriber shall transmit such information only to the consumer for which the information pertains, accurately and in its entirety, and include the date the information was last checked or revised by NCTUE and the full name and mailing address of NCTUE office as providing the information.
- ix. No Unauthorized Representations. Qualified Subscriber will make no representations or warranties on behalf of Equifax or NCTUE or relating to the Attributes Service except as authorized in writing by Equifax.
 - x. Consumer Handling. Qualified Subscriber will refer all consumers who have questions or disputes Attributes Service to NCTUE at the designated contact information. In no case will Qualified Subscriber attempt to, or hold itself out to the consumer or to the public as being able to handle disputes on behalf of NCTUE or Equifax or to reinvestigate the Attributes Service.
 - xi. Audit. In addition to any audit or review rights set forth in the Agreement, Equifax, on behalf of itself and NCTUE, may review and audit Qualified Subscriber's access to and use of the Attributes Service. In connection with any audits hereunder, Equifax shall have the right, from time to time, to: (1) upon reasonable notice to Qualified Subscriber,



enter into Qualified Subscriber's facilities during normal business hours and conduct on-site audits of Qualified Subscriber's compliance with the terms hereunder; and (2) conduct audits by mail, email or similar electronic means that may require Qualified Subscriber to provide documentation regarding compliance with the terms hereunder. Qualified Subscriber gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Qualified Subscriber's material breach of these Attributes Service Terms and Conditions, constitute grounds for immediate suspension of service or termination of these Attributes Service Terms and Conditions.

- xii. Termination. The Service is provided through Equifax as a reseller of the Attributes from NCTUE. As such and in addition to any other termination rights under the Agreement, CRA may immediately terminate these Attributes Service Terms and Conditions or suspend provision the Attributes Service if the continued provision of all or any portion of the Attributes Service becomes impossible, impractical, or undesirable due to a change in applicable law, an Equifax or NCTUE policy with respect to data security, consumer privacy, maintenance of the Attributes Service with current industry standards, or a third party data source restriction (including NCTUE and Equifax). CRA will provide written notice of such termination or suspension as far in advance of the effective date as is reasonably practical under the circumstances.
- xiii. Disclaimer, Waiver, Release and Covenant. IN ADDITION TO ANY WAIVER, RELEASE AND COVENANTS IN THE AGREEMENT, QUALIFIED SUBSCRIBER ACKNOWLEDGES AND AGREES:
 - 1) TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, THE ATTRIBUTES SERVICE IS PROVIDED BY EQUIFAX AND ITS DATA PROVIDERS AND SUPPLIERS (INCLUDING NCTUE AND ITS CONTRIBUTORS AND MEMBERS) (COLLECTIVELY, "DATA PROVIDERS AND SUPPLIERS") ON AN "AS-IS," AS-AVAILABLE BASIS, AND EQUIFAX AND ITS DATA PROVIDERS AND SUPPLIERS HEREBY DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, GUARANTEES, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITH RESPECT TO THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OF THE ATTRIBUTES SERVICE. IN NO EVENT WILL EQUIFAX OR ITS DATA PROVIDERS AND SUPPLIERS BE LIABLE TO QUALIFIED SUBSCRIBER FOR ANY LOSS OR INJURY RELATING TO, ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, ITS ACTS OR OMISSIONS, EVEN IF NEGLIGENT, RELATING TO THE ACCURACY, CORRECTNESS, COMPLETENESS, OR CURRENTNESS OF THE ATTRIBUTES SERVICE.
 - 2) QUALIFIED SUBSCRIBER RELEASES EQUIFAX AND ITS DATA PROVIDERS AND SUPPLIERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, DATA FURNISHERS, SUCCESSORS AND ASSIGNS (THE "RELEASED ENTITIES") FROM LIABILITY FOR ANY ACTS OR OMISSIONS IN CONNECTION WITH THE PREPARATION OF ATTRIBUTES SERVICE AND THE INFORMATION THEREIN AND FROM ANY LOSS OR EXPENSE SUFFERED BY QUALIFIED SUBSCRIBER OR USERS (INCLUDING APPROVED GSES AND PRIVATE ISSUERS) RESULTING DIRECTLY OR INDIRECTLY FROM THE ATTRIBUTES



SERVICE. QUALIFIED SUBSCRIBER COVENANTS NOT TO SUE OR MAINTAIN ANY CLAIM, CAUSE OF ACTION, DEMAND, CROSS-ACTION, COUNTERCLAIM, THIRD-PARTY ACTION OR OTHER FORM OF PLEADING AGAINST EQUIFAX, ITS DATA PROVIDERS AND SUPPLIERS, OR RELEASED ENTITIES ARISING OUT OF OR RELATING IN ANY WAY TO THE CURRENCY, ACCURACY OR INACCURACY, VALIDITY OR NONVALIDITY, OR COMPLETENESS OF ANY OF THE ATTRIBUTES' SERVICE.

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

xiv. Approved GSEs and Private Issuers

- 1) Approved GSEs (including Government Agencies)

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

- 2) Private Issuers

- 1st Financial Bank USA;
- ACC Mortgage Inc;
- AmeriHome Mortgage Co;
- Amherst Pierpont Securities;
- Angel Oak Home Loans;
- Annaly Capital;
- Bank of America;
- Bank of the West;
- Barclays;
- BMO Capital Markets;
- Builder Finance;
- Chase;
- Chimera Investment Corp;
- Citibank;
- Citizens Bank;
- Credit Suisse;
- Deutsche Bank;
- Fifth Third Bank;
- First Key Mortgage;
- First National Bank of Omaha;
- Flagstar;
- Freedom Mortgage;
- Goldman Sachs & Co;
- Home Trust;
- HSBC Securities;



- Jefferies LLC;
- JP Morgan Chase;
- JP Morgan Securities;
- Key Banc Capital Markets;
- Lending Club;
- Lending USA;
- Morgan Stanley;
- Nationstar Mortgage LLC;
- One Main Financial;
- PennyMac Mortgage Investment Trust;
- PNC Capital Markets/Loan Services;
- RBC Capital Markets;
- Redwood Trust;
- Rocket Mortgage fka: Quicken Loans;
- SoFi;
- Sovereign Bank;
- TD Bank Group;
- Truist Securities;
- Union Home Mortgage Corp;
- US Bank NA;
- USAA / USAA Federal Saving Bank;
- Vista Point Mortgage;
- Wells Fargo.



Section III: Access and Information Security

1. Access Security Requirements

- a. The security requirements below represent the minimum security requirements acceptable to APS and its consumer reporting vendors, data providers, and suppliers, including, but not limited to, Equifax, Experian, and TransUnion (collectively; the “Bureaus”) and are intended to ensure that a Third Party (i.e., Supplier, Reseller, Service Provider, customer, referred to as “Company,” or any other organization engaging with APS or its suppliers) has appropriate controls in place to protect information and systems, including any information that it receives, processes, transfers, transmits, stores, delivers, or otherwise accesses on behalf of APS or its suppliers.
- b. Definitions.
 - i. “Highly Sensitive Information” means APS or its suppliers highly sensitive information including, by way of example and not limitation, data, databases, application software, software documentation, supporting process documents, operation process and procedures documentation, test plans, test cases, test scenarios, cyber incident reports, consumer information, financial records, employee records, and information about potential acquisitions, and such other information that is similar in nature or as mutually agreed in writing, the disclosure, alteration or destruction of which would cause serious damage to APS or its suppliers’ reputation, valuation, or provide a competitive disadvantage to APS or its suppliers.
 - ii. “Resource” means all Company devices, including but not limited to laptops, PCs, routers, servers, and other computer systems that store, process, transfer, transmit, deliver, or otherwise access the Highly Sensitive Information.
- c. Information Security Policies and Governance. Company shall have Information Security policies and procedures in place that are consistent with the practices described in an industry standard, such as ISO 27002 or this Security Requirements document, which is aligned to APS or its suppliers’ Information Security policy.
- d. Vulnerability Management. Firewalls, routers, servers, PCs, and all other resources managed by Company (including physical, on-premise or cloud hosted infrastructure) will be kept current with appropriate security specific system patches. Company will perform regular penetration tests to further assess the security of systems and resources. Company will use end-point computer malware detection / scanning services and procedures.
- e. Logging and Monitoring. Logging mechanisms will be in place sufficient to identify security incidents, establish individual accountability, and reconstruct events. Audit logs will be retained in a protected state (i.e., encrypted, or locked) with a process for periodic review.
- f. Network Security. Company will use security measures, including anti-virus software, to protect communications systems and networks device to reduce the risk of infiltration, hacking, access penetration by, or exposure to, an unauthorized third-party.
- g. Data Security. Company will use security measures, including encryption, to protect APS or its suppliers provided data in storage and in transit to reduce the risk of exposure to unauthorized parties.
- h. Remote Access Connection Authorization. All remote access connections to Company internal networks or computer systems will require authorization with access control at the point of entry using multi-factor authentication. Such access will use secure channels, such as a Virtual Private Network (“VPN”).



- i. Incident Response. Processes and procedures will be established for responding to security violations and unusual or suspicious events and incidents. Company will report actual or suspected security violations or incidents that may affect APS or its suppliers to APS within twenty-four (24) hours of Company's confirmation of such violation or incident.
 - j. Identification, Authentication and Authorization. Each user of any Resource will have a uniquely assigned user ID to enable individual authentication and accountability. Access to privileged accounts will be restricted to those people who administer the Resource and individual accountability will be maintained. All default passwords (such as those from hardware or software vendors) will be changed immediately upon receipt.
 - k. User Passwords and Accounts. All passwords will remain confidential and use 'strong' passwords that expire after a maximum of 90 calendar days. Accounts will automatically lockout after five (5) consecutive failed login attempts.
 - l. Training and Awareness. Company shall require all Company personnel to participate in information security training and awareness sessions at least annually and establish proof of learning for all personnel.
 - m. APS or its Suppliers' Right to Audit. Company shall be subject to remote or onsite assessments of its information security controls and compliance with these Security Requirements.
 - n. Bulk Email Communications into APS or its Suppliers. Company will not "bulk email" communications to multiple APS or its suppliers' employees without the prior written approval of APS or its suppliers. Company shall seek authorization via their APS Account Executive in advance of any such campaign.
2. Operating from a Private Residence
- a. Private Residence Description. A private residence is defined as an owned or leased single family home or a multiple family dwelling such as a duplex, apartment, or condominium.
 - b. Only mortgage and tenant screening end users are authorized to operate from a private residence.
 - c. Only businesses in the mortgage industry are permitted to operate from an apartment or rental property.
 - d. The business office must be separate from and not utilized as "living quarters" (living room, dining room, kitchen, bedrooms, den, etc.) and there must be a lockable door separating the "office" securing it from any part of the living quarters.
 - e. At all times, those not associated with the business (i.e. visitors, guests, maintenance workers, landlords, etc.) must not be permitted access to the office.
 - f. The security of the equipment used to access consumer data (desktop PC, laptop PC), as well as any hard copy data, is of the utmost importance and must be confirmed in the on-site inspection to ensure that consumer information will not be compromised.
 - g. Any consumer data accessed and used by the business must be securely stored in locked cabinets and protected at all times from view or access by persons not associated with the business.
 - h. An on-site inspection is required every two (2) years on any business location operating from a private residence.



3. Remote Work

- a. Company shall take all steps necessary to ensure that all Remote Working, defined as an employee performing the employee's job at a location other than the in-office location of the employer, will be conducted only at secure locations and to preserve the strict confidentiality of all information, including consumer information, handled by Company personnel, including but not limited to employees, contractors, and third party processors. Without limiting the foregoing, when engaged in Remote Working, Company will ensure that all such Company personnel:
 - i Use only secure applications and methods of communication to access data and services from APS consumer reporting vendors, data providers, or suppliers, including, but not limited to, the nationwide consumer reporting agencies (Equifax, Experian, and TransUnion; collectively, the "Bureaus");
 - ii Always activate security measures on laptops and other devices (e.g. Virtual Private Network, or "VPN") before accessing any Internet content;
 - iii Do not extract or store any data remotely on any laptop or other device;
 - iv Do not write down any sensitive information, including, but not limited to, Personally Identifiable Information ("PII") or Payment Card Information ("PCI"), in any form;
 - v Do not make any sound recordings, video recordings or photographs of workstation screens or verbal conversations;
 - vi Do not allow laptop or device screens to be visible through any exterior window;
 - vii Do not allow anyone else in their home to use any laptop or other device used for Remote Working for any reason;
 - viii Operate in an area that is not visible to family or friends and where conversations are not overheard;
 - ix Do not conduct Remote Working in a public place e.g. coffee shop, etc.;
 - x Lock all laptop or other device screens when away from the device;
 - xi Secure all devices when not on-line and/or at the end of a work shift;
 - xii Use only Wi-Fi networks that are password protected; and
 - xiii Report any attempts at social engineering or security concerns or incidents (including any lost or stolen laptop or other device or suspected improper access to confidential information) to a manager with authority to handle such issues and relay such concerns / incidents to APS within twenty-four (24) hours.



Section IV: Regulatory and Compliance Notices

The following notices are required to be provided to the Company per industry rules and regulations.

- Notice to Users of Consumer Reports: Obligations of Users under the FCRA
- A Summary of Your Rights Under the FCRA
- Remediating the Effects of Identity Theft
- Death Master File Notice



Notice to Users of Consumer Reports: Obligations of Users Under the FCRA

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

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

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

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

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



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

B. Users Must Provide Certifications

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

C. Users Must Notify Consumers When Adverse Actions Are Taken

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

1. Adverse Actions Based on Information Obtained From a CRA

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

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

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

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



3. Adverse Actions Based on Information Obtained From Affiliates

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

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

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

E. Users Have Obligations When Notified of an Address Discrepancy

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

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau's regulations may be found at www.consumerfinance.gov/learnmore.



II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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

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

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

A. Employment Other Than in the Trucking Industry

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

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

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

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

B. Employment in the Trucking Industry

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



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

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

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

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

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

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction



(except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

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

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

In addition, once the Consumer Financial Protection Bureau by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The CFPB's regulations will be at www.consumerfinance.gov/learnmore.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

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

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:



- (1) the identity of all end-users;
- (2) certifications from all users of each purpose for which reports will be used; and
- (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

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

C. Fraud Alerts and Resellers

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

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

The CFPB's Web site, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

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

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681cA
Section 605B	15 U.S.C. 1681cB
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n



Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y



Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street NW, Washington DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore 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 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 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.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

Consumers Have the Right to Obtain a Security Freeze

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

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

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account.



Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **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.

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:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552 b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Assistant General Counsel for Office of Aviation Protection Department of Transportation 1200 New Jersey Avenue SE Washington, DC 20590



TYPE OF BUSINESS:	CONTACT:
4. Creditors Subject to Surface Transportation Board	Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street SW Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Division Regional Office
6. Small Business Investment Companies	Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street SW, Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street NE Washington, DC 20549
8. Institutions that are members of the Farm Credit System	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357



Remedying the Effects of Identity Theft

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

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

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

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

2. You have the right to free copies of the information in your file (your “file disclosure”). An initial fraud alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an extended alert entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also have the ability to obtain additional free file disclosures under other provisions of the FCRA. See www.consumerfinance.gov/learnmore.



3. You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information. A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It also may specify an address for you to send your request. Under certain circumstances, a business can refuse to provide you with these documents. See www.consumerfinance.gov/learnmore.
4. You have the right to obtain information from a debt collector. If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief - like the name of the credit and the amount of the debt.
5. If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file. An identity thief may run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identify the information to block, and provide the consumer reporting agency with proof of your identity and a copy of your identity theft report. The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.
6. You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe the information is a result of identity theft. To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an identity theft report.
7. The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

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

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



are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

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

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

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



Death Master File Notice

As required by the nationwide consumer reporting agencies (Equifax, Experian, and TransUnion; collectively, the “Bureaus”), this Death Master File (“DMF”) Notice outlines additional terms and conditions for customer’s (herein after referred to as the “Company”) use of Services offered through Advantage Partners Solutions (“APS”). The terms and conditions outlined herein are in addition to, and in no way replace, the terms and conditions of the Customer Application and Service Agreement (“Agreement”) which remains in full force and effect and which also govern Company’s use of APS Services.

1. The US Department of Commerce National Technical Information Service (“NTIS”) has issued the Interim Final Rule for temporary certification permitting access to the DMF. Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 CFR § 1110.102, access to the DMF as issued by the Social Security Administration (“SSA”) is restricted to only those entities that have a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule regulation, or fiduciary duty, as such business purposes are interpreted under 15 CFR § 1110.102(a)(1).
2. Company acknowledges that many services containing consumer information administered by the Bureaus and obtained via APS also contain information from the DMF as issued by the SSA.
3. Company certifies that, Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 CFR § 1110.102, and consistent with Company’s applicable Fair Credit Reporting Act (15 USC § 1681 et seq.) or Gramm-Leach-Bliley Act (15 USC § 6801 et seq.) use of consumer information, Company’s use of deceased flags or other indicia contained within consumer information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 CFR § 1110.102(a)(1).
4. Company will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia contained within consumer information.
5. Company has systems, facilities, and procedures in place to safeguard the accessed information; experience in maintaining the confidentiality, security, and appropriate use of the accessed information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Company.
6. Company shall not disclose information derived from the DMF to the consumer or any third party, unless clearly required by law.
7. Company acknowledges that failure to comply with applicable laws and provisions may subject Company to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.



8. Indemnification. Company shall indemnify and hold harmless APS, its suppliers (including Equifax, Experian, and TransUnion) and the U.S. Government / NTIS from all claims, demands, damages, expenses, and losses, whether sounding in tort, contract or otherwise, arising from or in connection with Company's, or Company's employees, contractors, or subcontractors, use of the DMF. This provision shall survive termination of the Agreement and will include any and all claims or liabilities arising from intellectual property rights.
9. Liability.
 - a. APS, its suppliers (including Equifax, Experian, and TransUnion), and the U.S. Government / NTIS do not (a) make any warranty, express or implied, with respect to information provided under this notice, including, but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume any liability for any direct, indirect or consequential damages flowing from any use of any part of the DMF, including infringement of third party intellectual property rights; and (c) assume any liability for any errors or omissions in the DMF. The DMF does have inaccuracies and NTIS and the SSA, which provides the DMF to NTIS, does not guarantee the accuracy of the DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on the DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the DMF.
 - b. If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates / data on the DMF), the individual should be told to contact to their local Social Security office (with proof) to have the error corrected. The local Social Security office will:
 - i Make the correction to the main NUMIDENT file at SSA and give the individual a verification document of SSA's current records to use to show any company, recipient / purchaser of the DMF that has the error; or,
 - ii Find that SSA already has the correct information on the main NUMIDENT file and DMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company subscriber / purchaser of the DMF that had the error.



Section V: State Requirements

1. California

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

- a. Company agrees to abide by all applicable state laws regarding background screening reports, including but not limited to reports that are deemed “investigative,” either with or without information related to a consumer’s credit and their creditworthiness.
- b. Company agrees to comply with California’s Consumer Credit Reporting Agencies Act (“CCRAA”) and the Investigative Consumer Reporting Agencies Act (“ICRAA”), including utilizing appropriate consumer disclosures and authorizations. The CCRAA pertains to background reports on applicants or employees that consider credit history or other credit determinations, while the ICRAA pertains to a consumer report regarding information on a person’s character or reputation.
- c. California employers must provide written notice to any consumer before requesting a consumer credit report for employment purposes. When doing so, employers must provide the specific exception used for obtaining the report.
- d. To the extent the CCRAA is applicable, Company agrees that it is not obtaining a consumer credit report of an employee or job applicant without meeting an exception listed under California law at Cal. Lab. Code § 1024.5 or Cal. Civ. Code § 1785.20.5 and is not requesting or using information about an applicant or employee’s criminal history without meeting a specified exception under Cal. Lab. Code §§ 432.7-.8. Furthermore, Company agrees to comply with the statutory requirements regarding taking adverse employment action against an employee or applicant after receiving a consumer credit report as provided in Cal Civ. Code § 1785.20.
- e. Any Company that is a California employer further agrees to adhere to the “Ban the Box” Law, which requires that an employer with five or more employees may not inquire about an applicant’s conviction history until a conditional offer of employment is made. Cal. Gov’t Code §12952(a).
- f. Company agrees to provide a checkbox authorization separate from the ICRAA disclosure if an investigative report is prepared. Furthermore, Company will provide a copy of the investigative consumer report if the employee or applicant requests it within three business days. Cal. Civ. Code §1786.16(b)(1).



2. Vermont

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:
 - i the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
 - ii 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:
 - i 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
 - ii 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.



Section VI: Version History

Version	Summary
2026-04	Based on previous Advantage Credit Terms and Conditions and Partners Credit and Verification Solutions Addenda and Notices; name updated to Advantage Partners Solutions ("APS"); general organization and formatting