

Fax the entire package to Jerry Nickerson: 530-431-3915 or to speed the approval process fax the end user information form to 530-431-3915 and the entire package to 800-428-2688

# Avantus

(800) 243.0120 600 Saw Mill Road West Haven CT 06516 [Avantus.com](http://Avantus.com)

Contact Jerry Nickerson at the toll free number above or direct line:  
239-910-4311 -- E-mail: [jerrynickerson@credit.sancap.com](mailto:jerrynickerson@credit.sancap.com)

Dear Prospective Customer:

Thank you for your interest in membership with **Avantus**. As you know, access to consumer credit reports is strictly regulated by the Federal Fair Credit Reporting Act. For this reason, we need specific information in order to process your request for membership. The items we require are:

- A completed *End User Information Form* (enclosed);
- A letter on your company letterhead stating the nature of your business, your intended use for consumer reports, and your anticipated monthly volume;
- A copy of your business license, articles of incorporation, or certificate of authority of good standing from the state in which you are incorporated or doing business.

Additionally, the following items are required for new companies in business **one year or less**:

- A copy of the office lease;
- A copy of a recent utility bill;
- A copy of the principle's current driver's license.

On-site inspections are required on all new membership applications. You will be contacted by one of our vendors to set up an appointment.

**On-site visit will also be required for all change of addresses, change of ownership and additional branches.**

The national credit reporting agencies have established stringent compliance requirements for the verification and approval of all end-user accounts. These compliance requirements are imposed on all resellers of credit data and are designed to protect consumers' confidential information. The documentation requested in the application package is required to satisfy these compliance guidelines.

We will process your application as quickly as possible, and look forward to serving you.

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To speed the approval process, you may fax the completed forms to: (877) 428-2688 and mail the original to:

Avantus  
Attn: Membership Dept. Representative: Jerry L Nickerson  
600 Saw Mill Road  
West Haven, CT 06516

**All documents must be signed by the Owner, President, Vice President or Officer of Company.**

## Required Documentation

### 1. End User Information Form

- Personal Guarantor Section complete for authorization to pull consumer report
- Document fully completed and signed by End User's Owner, President, Vice President or Officer
- Bank Reference properly filled out

### 2. Signed Authorization Form

### 3. End User Service Agreement

- End User Certification of Permissible Purpose checked;
- Personal Guarantor section completed and signed by End Users Owner, President, Vice President or Officer (if applicable)
- Signature section fully completed and signed by End Users Owner, President, Vice President or Officer

### 4. Letter of Intent

- Must be written on End User's Letterhead
- Nature of business
- Estimated monthly volume
- Intended use of reports
- Signed by End User's Owner, President, Vice President or Officer

### 5. Copy of Tax Exempt Certification, if applicable.

### 6. Copy of Business License from the state in which the End User conducts business\*\*

- o Must contain the exact name and address on application;
- o Must be current. If not required by the state, county and city where the business is located, then a valid copy of one of the following documents can be substituted:
  - o Copy of the Articles of Incorporation;
  - o Copy of the Articles of Partnership; or a
  - o Copy of your Federal/State Tax ID Certificate

\*\* CT End Users are required to provide License number, as copy of license not provided to End Users effective January 1, 2009

\*\* CA Brokers License must accompany Department of Real Estate License.

### 7. Companies in business one year or less must provide additional documents

(not required for publicly traded companies that are traded on a nationally recognized stock exchange)

- Copy Recent Utility Bill
- Copy of Lease
- Copy of Drivers License on Principals

### 8. \$150.00 (Plus tax, if applicable) On-Site Fee

- Check, or
- Credit Card

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## END USER INFORMATION FORM

Today's Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_ DBA: \_\_\_\_\_

Firm Address: \_\_\_\_\_  
State Address City State Zip Code

Phone #: \_\_\_\_\_ Website: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Tax ID #: \_\_\_\_\_ Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

If Business is incorporated, list officer's names and addresses, and partnerships: \_\_\_\_\_ Stock Symbol: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_

Credit Manager: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

If Company is licensed, please provide us with a current copy of license. \_\_\_\_\_

Company Business Property: \_\_\_\_\_ Rented: \_\_\_\_\_ Owned: \_\_\_\_\_

If Company is renting, please indicate landlord's name: \_\_\_\_\_

Landlord's Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### BANK REFERENCES:

Bank (Branch, Type of Account): \_\_\_\_\_

Account Number: \_\_\_\_\_ Contact: \_\_\_\_\_

Others (Please include locations or telephone numbers): \_\_\_\_\_

I hereby certify that the information contained in this application is correct to the best of my knowledge and that this application is submitted on the basis of a legitimate permissible purpose for consumer reports in accordance with the Fair Credit Reporting Act.

It is understood that subscription for the applicant, if approved by **Avantus**, will not become effective until the End User agreement has been duly executed by both applicant and **Avantus** and a code assigned to applicant.

I hereby give **Avantus** permission to pull my personal credit report for membership eligibility and personally guarantee payment for any billing generated.

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

Residence Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SSN: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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## END USER SERVICE AGREEMENT

In order to receive various information services ("Information Service(s)") from Avantus, LLC ("Avantus"), the undersigned End User ("End User") agrees to the terms and conditions set forth in this Agreement and the exhibits attached hereto (together, the "Agreement"). This Agreement applies to every kind of information, or services provided by Avantus to End User, even if a given type of service or information is not specifically referred to in this Agreement or is not currently provided by Avantus. THIS AGREEMENT DOES NOT ESTABLISH ANY OBLIGATION ON THE PART OF AVANTUS TO PROVIDE ANY INFORMATION SERVICES TO END USER UNTIL AVANTUS HAS NOTIFIED END USER THAT ACCOUNT SET-UP HAS BEEN COMPLETED AND AVANTUS HAS ISSUED ACCESS CODES TO END USER.

1. This Agreement consists of the general terms set forth in the body of this Agreement including: Exhibit A "Vermont Fair Credit Reporting Contract Certification"; Exhibit B "End User Certification of Compliance, California Civil Code"; Exhibit C "Notice to Users of Consumer Reports Obligations of Users under the Fair Credit Reporting Act"; Exhibit D "Score Requirements"; Exhibit E "Access Security Requirements/Security Breach Notification"; Exhibit F "Equifax Requirements"; Exhibit G "Experian Requirements"; and Exhibit H "TransUnion Requirements". If there is a conflict between the general terms and conditions and any exhibit, the provisions of the exhibit will govern and control.
2. End User is a \_\_\_\_\_ and has a permissible purpose for obtaining Consumer Reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) as amended by the Consumer Credit Reporting Reform Act of 1996, hereinafter called "FCRA". The End User certifies their permissible purpose as:
  - In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer;
  - In connection with the underwriting of insurance involving the consumer or review of existing policyholders for insurance underwriting purposes;
  - For a legitimate business need in connection with a business transaction that is initiated by the consumer;
  - As a potential investor, or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with an existent credit obligation.
3. End User certifies that it will request consumer reports pursuant to procedures prescribed by Avantus from time to time and only for the permissible purpose certified above, and will use the reports obtained for no

other purpose. End User warrants that all consumer credit information will be accessed only for End User's exclusive one time use and held in strict confidence, and not disclosed to any third parties, except in the extent that disclosure to others is required or permitted by law. End User further agrees, as requested, to promptly furnish by telephone or writing to Avantus all required information covering transactions by the End User.

4. During the term of this Agreement, End User agrees to comply with all federal, state and local statutes, regulations and rules applicable to it, including, without limitation the FCRA, any changes enacted to FCRA during the term of this Agreement, the Gramm Leach Bliley Act and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, and any regulations or limitations promulgated by Avantus consumer reporting vendors.
5. End User agrees that Avantus, and its credit-reporting vendors, Equifax, TransUnion and Experian, have the right to audit End User's compliance with this Agreement and authorizes Avantus to provide copies of any information regarding End User and its customers to those vendors. End User agrees that Avantus may, without any liability to Avantus, terminate or suspend End User's access to any Avantus information or service in the event End User does not cooperate with such audit. End User agrees to implement any changes to its security procedures requested by Avantus or its credit-reporting vendors. End User shall remain responsible for the payment for any services provided to End User by Avantus prior to any such discontinuance. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of the inquiry and provide Avantus copies of such upon request.
6. This Agreement shall continue in force without any fixed date of termination, subject to cancellation by either party, without cause or penalty. No termination of this Agreement will affect any obligation End User has to pay for products or services obtained from Avantus as provided by the terms of this Agreement.
7. This Agreement is not assignable to any other party, regardless of the circumstances. End User agrees to notify Avantus of any change in the business name, address or phone number, or change of ownership or control of the business fifteen (15) days prior to such change. Such change may require additional documentation or re-certification by Avantus.
8. Recognizing that the information obtained from Avantus is secured by and through fallible human sources, End User understands that the accuracy of information received by End User is not guaranteed, nor shall Avantus be liable in any manner whatsoever to the undersigned resulting from the obtaining or furnishing of such information from sources considered by Avantus to be reliable. No promise, statement, representation or Agreement made by any employee or other representative of Avantus, and not expressed in this Agreement, shall bind it contractually or otherwise to End User.
9. End User agrees to indemnify Avantus, its sources, Equifax Information Services, Experian Information Solutions and TransUnion, and the officers, employees and users of each, jointly and severally, from any loss, damage, attorney's fees and costs arising from any claim based on alleged violation of any provision of this Agreement. End User agrees that in the event End User, its employees, contractors or assigns, violates the Fair Credit Reporting Act or other applicable federal and state statutes in the disclosure of any information or report obtained through Avantus, or if End User violates any provision of this Agreement, End User agrees to

indemnify Avantus, and its sources, Equifax Information Services, Experian Information Solutions and TransUnion LLC, for any of its damages, liability, and expenses of litigation or arbitration.

10. Pricing is based on the current Avantus pricing schedule in effect. Avantus may change End Users pricing upon thirty days' written notice mailed or delivered to End User at its business address. In such event End User agrees to pay revised charges unless End User terminates this Agreement as hereinafter provided. End User agrees that all payments shall be due upon receipt of a statement for such fees. Accounts can be settled at the end of each month via check or credit card. If the credit card provided is declined or otherwise inactive, or a check is returned uncollected, a \$30.00 fee applies. Interest shall be charged at the rate of 1.5% per month on all unpaid amounts commencing 30 days after the date of the statement. Services may be suspended without notice if payment becomes delinquent. End User agrees that that it will make any dispute regarding invoice(s) to Avantus within ninety (90) days, after which all invoices will be deemed accepted in all respects.
11. Avantus reserves the right to revise the terms, conditions, or pricing under this Agreement in order to meet any requirement imposed by federal, state or local law, or any rule or obligation imposed by vendors to Avantus. Avantus will give End User as much notice as possible prior to the effective date of any new policies that may be required in the future, but does not guarantee that reasonable notice will be possible. End User may terminate this Agreement at any time after notification of a change in policy in the event that End User deems such compliance as not within its best interest. End User warrants that any change in requirements will be incorporated into its training and access security policies, and will disseminate them to each current and new employee and provide adequate training on their provisions.
12. End User acknowledges additional responsibilities and guidelines for users of consumer reports from the national consumer reporting agencies. End User acknowledges receipt of those responsibilities attached in Exhibit F "Equifax Responsibilities", Exhibit G "Experian Responsibilities", and Exhibit H "TransUnion Responsibilities", of this Agreement. End User further agrees to comply with those requirements, as well as any future amendments to those exhibits when provided to End User, and will disseminate them to each current and new employee and provide adequate training on their provisions.
13. Notwithstanding the provisions of paragraph 3 of this Agreement, End User may "Reissue" or share for "Secondary Use" (hereafter referred to as Reissue/Secondary Use) (defined below) a consumer credit report with one or more credit grantors which a) have a permissible purpose under FCRA to receive such reports, b) are using the consumer report for the sole purpose of evaluating the consumer's request for credit based on a real estate loan application for which the report was first procured, and c) are "Qualified Subscribers" (defined below) of Avantus. Reissue/Secondary Use means the process whereby End User provides in any manner (e.g. via electronic transmission, view only, paper copy, etc.) all or any portion of the credit information contained in a consumer report to any entity other than the End User for which that credit report was originally prepared. End User must report to Avantus any Secondary Use by any method other than the Avantus online credit system. A "Qualified Subscriber" is an End User of Avantus who has been properly credentialed as an End User.
14. Avantus shall invoice and End User agrees to pay Avantus the applicable charges per Reissue/Secondary Use. Pricing is subject to change if unforeseen cost increases arise due to changes in credit vendor pricing or other economical changes that would directly impact the current pricing structure.

15. Notwithstanding any provision to the contrary, no party to this Agreement will be liable to the other party for any delay or interruption in performance of any obligation resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes, or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or any other cause, if the delay or interruption in performance is beyond its reasonable control.
16. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that holding will not invalidate, or render unenforceable any other provision of this Agreement.
17. Failure of any party to enforce any of its respective rights or remedies hereunder with respect to any specific act or failure to act of any party will not constitute a waiver of the rights of that party to enforce those rights and remedies with respect to any other or subsequent act or failure to act.
18. This Agreement, including the exhibits hereto, which are expressly incorporated into it, constitutes the entire Agreement between the parties and supersedes and cancels any and all prior agreement between the parties relating to the subject matter. No changes in this Agreement may be made except in writing signed by both parties.
19. 15 U.S.C. § 1681 *et seq.* Provides that any person ***“who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 United States Code, imprisoned for not more than two years, or both”.***

The undersigned individual hereby personally promises and agrees to guarantee payment to Avantus of all debts incurred by End User. In the event of non-payment of said debts, the undersigned personally agrees to pay reasonable attorney's fees and costs of suit. The undersigned also understands that by signing this Agreement, Avantus has permission to pull my consumer credit report. A deposit may be required if credit history does not meet Avantus underwriting criteria: *(Skip only if a publicly traded company or FDIC insured)*

**Guarantor Signature:** \_\_\_\_\_

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

**Home Address:** \_\_\_\_\_

\_\_\_\_\_

**Personal Telephone Number:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_

Whereas, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the last date and year written below. The parties hereto agree that a facsimile transmission of this fully executed Agreement shall constitute an original and legally binding document. The person signing below on behalf of End User certifies that he/she has direct knowledge of the facts herein.

**AVANTUS**

**END USER** \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED LOUIS CAPOBIANCO

PRINTED \_\_\_\_\_

TITLE PRESIDENT

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, ST, ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

**EXHIBIT A**  
**VERMONT STATUTE**

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

**§ 2480e. Consumer consent**

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

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

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

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

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

**RULE CF 112 FAIR CREDIT REPORTING**

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

**CF 112.03 CONSUMER CONSENT**

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

## EXHIBIT B

### CALIFORNIA END USER

#### END USER CERTIFICATION OF COMPLIANCE

##### California Civil Code - Section 1785.14(a)

Section 1785.14(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met:

Section 1785.14(a)(1) states: "If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name."

Section 1785.14(a)(2) states: "If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail."

Section 1785.14(a)(3) states: "If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the prospective user verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed."

In compliance with Section 1785.14(a) of the California Civil Code, End User hereby certifies to Consumer Reporting Agency as follows:

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

End User also certifies that if End User is a Retail Seller who conducts Point of Sale transactions, End User will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person.

End User also certifies that it will only use the appropriate End User code number designated by Consumer Reporting Agency for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller.

If End User is not a Retail Seller who issues credit in Point of Sale transactions, End User agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, End User shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.

## EXHIBIT C

### NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FAIR CREDIT REPORTING ACT

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

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

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

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

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

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

##### B. Users Must Provide Certifications

Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA (by a general or specific certification, as appropriate) the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

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

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

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

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

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

#### **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) of the FCRA requires that the user clearly and accurately disclose to the consumer his or her right to obtain disclosure of the nature of the information that was relied upon by making 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 notification 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. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b)(2).)

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

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

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain prior written authorization from the consumer.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse

action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

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

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

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

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

### **IV. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION**

Section 604(g) of the FCRA prohibits consumer reporting agencies from providing consumer reports that contain medical information for employment purposes, or in connection with credit or insurance transactions, without the specific prior consent of the consumer who is the subject of the report. In the case of medical information being sought for employment purposes, the consumer must explicitly consent to the release of the medical information in addition to authorizing the obtaining of a consumer report generally.

### **V. 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 a list of consumers from a CRA 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. This statement must include the address and toll-free telephone number of the appropriate notification system.

## **VI. OBLIGATIONS OF RESELLERS**

Section 607(e) of the FCRA 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.

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

Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. *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*

**EXHIBIT D**  
**SCORE REQUIREMENTS**

1. Based on an agreement with TransUnion, Equifax, and Experian "Repositories" and Fair Isaac Corporation ("Fair Isaac") ("Reseller Agreement"), Avantus has access to a unique and proprietary statistical credit scoring service jointly offered by the Repositories and Fair Isaac which evaluates certain information in the credit reports of individual consumers from the Repository's data base 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,
2. End User, from time to time, may desire to obtain Scores from the Repositories via an on-line mode in connection with consumer credit reports.
3. End User has previously represented and now again represents that it is 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").
  - a. End User certifies that it will request Scores pursuant to procedures prescribed by Avantus from time to time only for the permissible purpose certified above, and will use the Scores obtained for no other purpose.
  - b. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
4. End User agrees that it shall use each Score only for a one-time use and only in accordance with its permissible purpose under the FCRA.
5. With just cause, such as delinquency or violation of the terms of this agreement or a legal requirement, Avantus may, upon its election, discontinue serving the End User and cancel this Agreement, in whole or in part (e.g., the services provided under this Addendum only) immediately.
6. End User recognizes that factors other than the 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.
7. The Repositories and Fair Isaac shall be deemed third party beneficiaries under this Addendum.
8. Up to five score reason codes, or if applicable, exclusion reasons, are provided to End User with Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). However, the 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. End User will not publicly disseminate any results of the validations or other reports derived from the Scores without Fair Isaac and the Repositories prior written consent
9. In the event End User intends to provide Scores to any agent, End User may do so provided, however, that End User first enters into a written agreement with such agent that is consistent with End User's obligations under this Agreement. Moreover, such agreement between End User and such agent shall contain the following obligations and acknowledgments of the agent: (1) Such agent shall utilize the Scores for the sole benefit of End User and shall not utilize the Scores for any other purpose including for such agent's own purposes or benefit; (2) That the Score is proprietary to Fair Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without the Repositories 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 Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) Such agent shall not resell the Scores; and (5) Such agent shall not use the Scores to create or maintain a database for itself or otherwise.
10. End User acknowledges that the Scores provided under this Agreement which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file.
11. End User 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.

12. The information including, without limitation, the consumer credit data, used in providing Scores under this Agreement were obtained from sources considered to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall the Repositories, Avantus, Fair Isaac, nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to End User for any claim, injury or damage suffered directly or indirectly by End User as a result of the inaccuracy or incompleteness of such information used in providing Scores under this Agreement and/or as a result of End User's use of Scores and/or any other information or services provided under this Agreement.
13. Fair Isaac, the developer of Scores, warrants that the scoring algorithms as delivered to the Repositories and used in the computation of the Score ("Models") are empirically derived from the Repositories credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by Classic uses a "prohibited basis" as that term is defined in the Equal Credit Opportunity Act (ECOA) and Regulation B promulgated there under. Score provides a statistical evaluation of certain information in the Repositories files on a particular individual, and the 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 the Repositories 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.
14. THE WARRANTIES SET FORTH IN SECTION 15 ARE THE SOLE WARRANTIES MADE UNDER THIS ADDENDUM CONCERNING THE SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS AGREEMENT; AND NEITHER FAIR ISAAC NOR THE REPOSITORIES MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OTHER THAN AS SET FORTH IN THIS ADDENDUM. THE WARRANTIES AND REMEDIES SET FORTH IN SECTION 15 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.
15. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTIES AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
16. THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO END USER, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SECTION 15, APPLY TO DAMAGES INCURRED BY THE REPOSITORIES, RESELLER AND/OR FAIR ISAAC AS A RESULT OF: GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM END USER'S BREACH, DIRECTLY OR THROUGH END USER'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
17. ADDITIONALLY, THE REPOSITORIES, RESELLER AND FAIR ISAAC SHALL NOT BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL THE REPOSITORIES AND FAIR ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS ADDENDUM, BY END USER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.
18. This Addendum may be terminated automatically and without notice: (1) in the event of a breach of the provisions of this Exhibit by End User; (2) in the event the agreement(s) related to Scores between the Repositories, Fair Isaac and Reseller are terminated or expire; (3) in the event the requirements of any law, regulation or judicial action are not met, (4) as a result of changes in laws, regulations or regulatory or judicial action that the requirements of any law, regulation or judicial action will not be met; and/or (5) the use of the Score Service is the subject of litigation or threatened litigation by any governmental entity.

## EXHIBIT E

### Access Security Requirements/Security Breach Notification

In accessing Avantus services, you agree to follow these security requirements:

#### **1. Implement Strong Access Control Measures**

- 1.1 Do not provide your credit reporting agency Subscriber Codes or passwords to anyone. No one from the credit reporting agency will ever contact you and request your Subscriber Code number or password.
- 1.2 Proprietary or third party system access software must have credit reporting agency Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3 You must request your Subscriber Code password be changed immediately when:
  - (a) any system access software is replaced by system access software or is no longer used;
  - (b) the hardware on which the software resides is upgraded, changed or disposed of
- 1.4 Protect credit reporting agency Subscriber Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
- 1.5 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the credit reporting agency's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.6 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.7 Keep user passwords Confidential.
- 1.8 Develop strong passwords that are:
  - (c) Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - (d) Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.9 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.10 Active logins to credit information systems must be configured with a thirty (30) minute inactive session, timeout.
- 1.11 Restrict the number of key personnel who have access to credit information.
- 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.13 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- 1.14 Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- 1.15 After normal business hours, turn off and lock all devices or systems used to obtain credit information.

- 1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

## **2. Maintain a Vulnerability Management Program**

- 1.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
- 1.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 1.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
  - (e) Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
  - (f) If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
  - (g) On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 1.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
  - (h) Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.

## **3. Access Security Requirements/Security Breach Notification**

- (i) If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
- (j) Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
- (k) Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

## **4. Protect Data**

- 4.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 4.2 All credit reporting agency data is classified as Confidential and must be secured to this requirement at a minimum.
- 4.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 4.4 Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.
- 4.5 Only open email attachments and links from trusted sources and after verifying legitimacy.

## **5. Maintain an Information Security Policy**

- 5.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 5.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- 5.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 5.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

## **6. Build and Maintain a Secure Network**

- 6.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.
- 6.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- 6.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
- 6.4 Any stand alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services and network traffic.
- 6.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
- 6.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

## **7. Regularly Monitor and Test Networks**

- 7.1 Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
- 7.2 Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access credit reporting agency systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
  - (l) protecting against intrusions;
  - (m) securing the computer systems and network devices;
  - (n) and protecting against intrusions of operating systems or software.

*“Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation.”*

## **8. SECURITY BREACH NOTIFICATION**

Customer shall notify Avantus of any breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person within 24 hours following discovery thereof.

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

For purposes of this Agreement, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

For purposes of this Agreement, "personal information" means an individual's first name or first initial and last name in combination with anyone or more of the following data elements, when either the name or the data elements are not encrypted:

- (1) Social security number.
- (2) Driver's license number.
- (3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

For purposes of this Agreement, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

For purposes of this Agreement, "notice" may be provided by one of the following methods:

- (1) Written notice.
- (2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.
- (3) E-mail notice when the Customer has an e-mail address for the subject persons.
- (4) Conspicuous posting of the notice on the web site of the Customer.

The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

The notification may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.

In the event the of a breach (1) Customer shall provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one year in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft from at least one of the national consumer credit reporting bureaus, and (2) Avantus's consumer reporting vendors and Avantus may assess End User an expense recovery fee.

## EXHIBIT F

### Equifax Requirements

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

1. End User hereby agrees to comply with all current and future policies and procedures required by Equifax and instituted by Avantus. Avantus will give End User as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. End User may terminate this agreement at any time after notification of a change in policy in the event End User deems such compliance as not within its best interest.
2. End User agrees that Equifax shall have the right to audit records of End User that are relevant to the provision of services set forth in this agreement. End User authorizes Avantus to provide to Equifax, upon Equifax's request, all materials and information relating to its investigations of End User and agrees that it will respond within the requested time frame indicated for information requested by Equifax regarding Equifax information. End User understands that Equifax may require Avantus to suspend or terminate access to Equifax's information in the event End User does not cooperate with any such an investigation. End User shall remain responsible for the payment for any services provided to End User prior to any such discontinuance.
3. Equifax information will be requested only for End User's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. End User 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, End User may deliver the consumer credit information to a third party, secondary, or joint user with which End User has an ongoing business relationship for the permissible use of such information. End User understands that Equifax may charge a fee for the subsequent delivery to secondary users. End User 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. End User 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 End User, its employees or agents contrary to the conditions of this paragraph or applicable law.
4. Only designated representatives of End User will request Equifax information on End User'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.
5. End User understands that it must meet the following criteria: (a) the End User company name, including any DBAs, and the address on the End User Application ("Application") and Agreement must match; (b) the telephone listing must be verified in the same company name and address that was provided on the Application and Agreement; (c) a copy of the current lease of the business must be reviewed by Avantus to confirm the End User is at the same address that is shown on the Application and Agreement, and the following pages of the lease must be reviewed for verification: the signature page; the address page; the terms of the lease page; landlord name and landlord contact information; (d) a copy of the principal's driver's license is required to verify the principal's identity; (e) a current business license must be supplied, and reflect the same name and at the same address provided on the Application and Agreement. (Contact Avantus for valid substitutions when a license is not required by the state), and (f) an on-site inspection of the office is to be conducted by an Equifax certified company. *\*Note (c) and (d) are not required if the End User is publicly traded on a nationally recognized stock exchange.*
6. End User will be charged for Equifax consumer credit information by Avantus, which is responsible for paying Equifax for such information; however, should the underlying relationship between Avantus and End User terminate at any time during this agreement, changes for Equifax consumer credit information will be invoiced to End User, and End User will be solely responsible to pay Equifax directly.

7. End User agrees that it will dispose of all consumer information in accordance with the provisions of Exhibit E to Avantus End User Service Agreement.
8. End User 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 End User, whether or not any negligence of Equifax is alleged to have been contributory thereto, the failure of End User to duly and fully perform its obligations under this Agreement, the denial of service to End User by Equifax, the misuse or improper access to Equifax consumer credit information by End User or the failure of End User to comply with applicable laws or regulations. End User 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 End User resulting directly or indirectly from its use of consumer credit information from Equifax.
9. 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 END USER IN CONNECTION WITH OR RELATED TO, OR RESPECTING THE ACCURACY OF, ANY EQUIFAX CREDIT INFORMATION FURNISHED BY EQUIFAX TO ANY SUBSCRIBER.

## EXHIBIT G

### Experian Requirements

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

1. End User hereby agrees to comply with all current and future policies and procedures required by Experian and instituted by Avantus. Avantus will give End User as much notice as possible prior to the effective date of any such new policies that may be required in the future, but does not guarantee that reasonable notice will be possible. End User may terminate this agreement at any time after notification of a change in policy in the event End User deems such compliance as not within its best interest.
2. End User agrees that Experian shall have the right to audit records of End User that are relevant to the provision of services set forth in this Agreement and to verify, through audit or otherwise, that End User is in compliance with applicable law and the provisions of this Agreement. End User warrants that it is the end user of the Experian 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. End User authorizes Avantus to provide to Experian, upon Experian's request, all materials and information relating to its investigations of End User. End User further agrees that it will respond within the requested time frame indicated for information requested by Experian regarding Experian consumer credit information. End User understands that Experian may require Avantus to suspend or terminate access to Experian information in the event End User does not cooperate with any such an investigation, or in the event End User is not in compliance with applicable law or this Agreement. End User shall remain responsible for the payment for any services provided to End User by Avantus prior to any such discontinuance.
3. End User 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, End User will take the following action:
  - (a) End User will notify Avantus 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, End User will actively cooperate with and participate in any investigation conducted by Avantus or Experian that results from End User's breach of Experian consumer credit information.
  - (b) In the event that Experian determines that the breach was within the control of End User, End User will provide notification to affected consumers that their personally sensitive information has been or may have been compromised. Experian will have control over the nature and timing of the consumer correspondence related to the breach when Experian information is involved.
  - (c) In such event, End User will provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one (1) year, in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft, from at least one (1) national consumer credit reporting bureau.
  - (d) End User understands and agrees that if the root cause of the breach is determined by Experian to be under the control of the End User (i.e., employee fraud, misconduct or abuse; access by an unqualified or improperly qualified user; improperly secured website, etc.), End User may be assessed an expense recovery fee.
4. End User understands that if a change of control or ownership should occur, the new owner of the End User business must be re-credentialed as a permissible and authorized End User of Experian products and services. A third party physical inspection at the new address will be required if End User changes location.

5. End User 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 End User, or End User's breach of this Agreement. End User 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 End User resulting directly or indirectly from its use of consumer credit information from Experian.
6. 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 END USER 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.

## EXHIBIT H

### TransUnion Requirements

End User, in order to receive consumer credit information from TransUnion, LLC. ("TransUnion") via Avantus, agrees to comply with the following conditions required by TransUnion, which may be in addition to those outlined in the Avantus End User Service Agreement ("Agreement") of which these conditions are made a part. End User understands and agrees that TransUnion's delivery of information to End User via Avantus is specifically conditioned upon End User's agreement with the provisions set forth herein. End User 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.

1. End User hereby agrees to comply with all current and future policies and procedures required by TransUnion and instituted by Avantus. Avantus will give End User as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. End User may terminate this agreement at any time after notification of a change in policy in the event End User deems such compliance as not within its best interest.
2. End User agrees that TransUnion shall have the right to audit records of End User that are relevant to the provision of services set forth in this agreement. End User authorizes Avantus to provide to TransUnion, upon TransUnion's request, all materials and information relating to its investigations of End User and agrees that it will respond within the requested time frame indicated for information requested by TransUnion regarding TransUnion information. End User understands that TransUnion may require Avantus to suspend or terminate access to TransUnion's information in the event End User does not cooperate with any such an investigation. End User shall remain responsible for the payment for any services provided to End User prior to any such discontinuance.
3. End User 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, End User may deliver the consumer credit information to a third party, secondary, or joint user with which End User has an ongoing business relationship for the permissible use of such information. End User understands that TransUnion may charge a fee for the subsequent delivery to secondary users.
4. End User understands that it must meet the following criteria: (a) the End User company name, including any DBA's, and the address on the End User Application ("Application") and Agreement must match; (b) the telephone listing must be verified in the same company name and address that was provided on the Application and Agreement; (c) identification of the owner/owners (if sole proprietor or partnership) including home address and social security number and the End User's Federal tax identification number; (d) if the business is a sole proprietor or partnership, a personal credit report and copy of the principal's driver's license is required to verify the principal's identity; (e) a current business license must be supplied (in geographic locations or industries subject to licensing requirements), (Contact Avantus for valid substitutions when a license is not required by the state); (f) an on-site inspection of the office is to be conducted, (g) a separate Letter of Intent on company letterhead, signed by an officer, owner or authorized manager of the company. The Letter of Intent must include the following: 1) the nature of your business, 2) your specific intended use for the credit reports you access, 3) your anticipated monthly volume, and 4) whether you anticipate access will be primarily local, regional or national. *\*Note (d) and (e) are not required if the End User is publicly traded on a nationally recognized stock exchange.*
5. 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 TU 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 Avantus. 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.



**CREDIT CARD AUTHORIZATION FORM**

**Signature of card holder authorizes Avantus to charge my American Express / MasterCard / Visa / Discover credit card on card number supplied below:**

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

Contact: \_\_\_\_\_

Credit Card Type: AMEX \_\_\_\_\_ MC \_\_\_\_\_ VISA \_\_\_\_\_ DISCOVER \_\_\_\_\_

Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Payment Amount: \_\_\_\_\_

Card Holder Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Credit Card Billing Zip: \_\_\_\_\_

Phone # ( ) \_\_\_\_\_

Approval Code: \_\_\_\_\_

Subscriber Code: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Email address: \_\_\_\_\_

## END USER AUTHORIZATION FORM

Our company is applying for an account with Avantus. As part of the qualification process, Avantus will need to obtain a bank reference. By signature below, we hereby authorized this information to be released to a representative of Avantus.

COMPANY NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

DATE \_\_\_\_\_

## END USER SERVICE AGREEMENT

In order to receive various information services ("Information Service(s)") from Avantus, LLC ("Avantus"), the undersigned End User ("End User") agrees to the terms and conditions set forth in this Agreement and the exhibits attached hereto (together, the "Agreement"). This Agreement applies to every kind of information, or services provided by Avantus to End User, even if a given type of service or information is not specifically referred to in this Agreement or is not currently provided by Avantus. THIS AGREEMENT DOES NOT ESTABLISH ANY OBLIGATION ON THE PART OF AVANTUS TO PROVIDE ANY INFORMATION SERVICES TO END USER UNTIL AVANTUS HAS NOTIFIED END USER THAT ACCOUNT SET-UP HAS BEEN COMPLETED AND AVANTUS HAS ISSUED ACCESS CODES TO END USER.

1. This Agreement consists of the general terms set forth in the body of this Agreement including: Exhibit A "Vermont Fair Credit Reporting Contract Certification"; Exhibit B "End User Certification of Compliance, California Civil Code"; Exhibit C "Notice to Users of Consumer Reports Obligations of Users under the Fair Credit Reporting Act"; Exhibit D "Score Requirements"; Exhibit E "Access Security Requirements/Security Breach Notification"; Exhibit F "Equifax Requirements"; Exhibit G "Experian Requirements"; and Exhibit H "TransUnion Requirements". If there is a conflict between the general terms and conditions and any exhibit, the provisions of the exhibit will govern and control.
2. End User is a \_\_\_\_\_ and has a permissible purpose for obtaining Consumer Reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) as amended by the Consumer Credit Reporting Reform Act of 1996, hereinafter called "FCRA". The End User certifies their permissible purpose as:
  - In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer;
  - In connection with the underwriting of insurance involving the consumer or review of existing policyholders for insurance underwriting purposes;
  - For a legitimate business need in connection with a business transaction that is initiated by the consumer;
  - As a potential investor, or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with an existent credit obligation.
3. End User certifies that it will request consumer reports pursuant to procedures prescribed by Avantus from time to time and only for the permissible purpose certified above, and will use the reports obtained for no

other purpose. End User warrants that all consumer credit information will be accessed only for End User's exclusive one time use and held in strict confidence, and not disclosed to any third parties, except in the extent that disclosure to others is required or permitted by law. End User further agrees, as requested, to promptly furnish by telephone or writing to Avantus all required information covering transactions by the End User.

4. During the term of this Agreement, End User agrees to comply with all federal, state and local statutes, regulations and rules applicable to it, including, without limitation the FCRA, any changes enacted to FCRA during the term of this Agreement, the Gramm Leach Bliley Act and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, and any regulations or limitations promulgated by Avantus consumer reporting vendors.
5. End User agrees that Avantus, and its credit-reporting vendors, Equifax, TransUnion and Experian, have the right to audit End User's compliance with this Agreement and authorizes Avantus to provide copies of any information regarding End User and its customers to those vendors. End User agrees that Avantus may, without any liability to Avantus, terminate or suspend End User's access to any Avantus information or service in the event End User does not cooperate with such audit. End User agrees to implement any changes to its security procedures requested by Avantus or its credit-reporting vendors. End User shall remain responsible for the payment for any services provided to End User by Avantus prior to any such discontinuance. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of the inquiry and provide Avantus copies of such upon request.
6. This Agreement shall continue in force without any fixed date of termination, subject to cancellation by either party, without cause or penalty. No termination of this Agreement will affect any obligation End User has to pay for products or services obtained from Avantus as provided by the terms of this Agreement.
7. This Agreement is not assignable to any other party, regardless of the circumstances. End User agrees to notify Avantus of any change in the business name, address or phone number, or change of ownership or control of the business fifteen (15) days prior to such change. Such change may require additional documentation or re-certification by Avantus.
8. Recognizing that the information obtained from Avantus is secured by and through fallible human sources, End User understands that the accuracy of information received by End User is not guaranteed, nor shall Avantus be liable in any manner whatsoever to the undersigned resulting from the obtaining or furnishing of such information from sources considered by Avantus to be reliable. No promise, statement, representation or Agreement made by any employee or other representative of Avantus, and not expressed in this Agreement, shall bind it contractually or otherwise to End User.
9. End User agrees to indemnify Avantus, its sources, Equifax Information Services, Experian Information Solutions and TransUnion, and the officers, employees and users of each, jointly and severally, from any loss, damage, attorney's fees and costs arising from any claim based on alleged violation of any provision of this Agreement. End User agrees that in the event End User, its employees, contractors or assigns, violates the Fair Credit Reporting Act or other applicable federal and state statutes in the disclosure of any information or report obtained through Avantus, or if End User violates any provision of this Agreement, End User agrees to

indemnify Avantus, and its sources, Equifax Information Services, Experian Information Solutions and TransUnion LLC, for any of its damages, liability, and expenses of litigation or arbitration.

10. Pricing is based on the current Avantus pricing schedule in effect. Avantus may change End Users pricing upon thirty days' written notice mailed or delivered to End User at its business address. In such event End User agrees to pay revised charges unless End User terminates this Agreement as hereinafter provided. End User agrees that all payments shall be due upon receipt of a statement for such fees. Accounts can be settled at the end of each month via check or credit card. If the credit card provided is declined or otherwise inactive, or a check is returned uncollected, a \$30.00 fee applies. Interest shall be charged at the rate of 1.5% per month on all unpaid amounts commencing 30 days after the date of the statement. Services may be suspended without notice if payment becomes delinquent. End User agrees that that it will make any dispute regarding invoice(s) to Avantus within ninety (90) days, after which all invoices will be deemed accepted in all respects.
11. Avantus reserves the right to revise the terms, conditions, or pricing under this Agreement in order to meet any requirement imposed by federal, state or local law, or any rule or obligation imposed by vendors to Avantus. Avantus will give End User as much notice as possible prior to the effective date of any new policies that may be required in the future, but does not guarantee that reasonable notice will be possible. End User may terminate this Agreement at any time after notification of a change in policy in the event that End User deems such compliance as not within its best interest. End User warrants that any change in requirements will be incorporated into its training and access security policies, and will disseminate them to each current and new employee and provide adequate training on their provisions.
12. End User acknowledges additional responsibilities and guidelines for users of consumer reports from the national consumer reporting agencies. End User acknowledges receipt of those responsibilities attached in Exhibit F "Equifax Responsibilities", Exhibit G "Experian Responsibilities", and Exhibit H "TransUnion Responsibilities", of this Agreement. End User further agrees to comply with those requirements, as well as any future amendments to those exhibits when provided to End User, and will disseminate them to each current and new employee and provide adequate training on their provisions.
13. Notwithstanding the provisions of paragraph 3 of this Agreement, End User may "Reissue" or share for "Secondary Use" (hereafter referred to as Reissue/Secondary Use) (defined below) a consumer credit report with one or more credit grantors which a) have a permissible purpose under FCRA to receive such reports, b) are using the consumer report for the sole purpose of evaluating the consumer's request for credit based on a real estate loan application for which the report was first procured, and c) are "Qualified Subscribers" (defined below) of Avantus. Reissue/Secondary Use means the process whereby End User provides in any manner (e.g. via electronic transmission, view only, paper copy, etc.) all or any portion of the credit information contained in a consumer report to any entity other than the End User for which that credit report was originally prepared. End User must report to Avantus any Secondary Use by any method other than the Avantus online credit system. A "Qualified Subscriber" is an End User of Avantus who has been properly credentialed as an End User.
14. Avantus shall invoice and End User agrees to pay Avantus the applicable charges per Reissue/Secondary Use. Pricing is subject to change if unforeseen cost increases arise due to changes in credit vendor pricing or other economical changes that would directly impact the current pricing structure.

15. Notwithstanding any provision to the contrary, no party to this Agreement will be liable to the other party for any delay or interruption in performance of any obligation resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes, or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or any other cause, if the delay or interruption in performance is beyond its reasonable control.
16. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that holding will not invalidate, or render unenforceable any other provision of this Agreement.
17. Failure of any party to enforce any of its respective rights or remedies hereunder with respect to any specific act or failure to act of any party will not constitute a waiver of the rights of that party to enforce those rights and remedies with respect to any other or subsequent act or failure to act.
18. This Agreement, including the exhibits hereto, which are expressly incorporated into it, constitutes the entire Agreement between the parties and supersedes and cancels any and all prior agreement between the parties relating to the subject matter. No changes in this Agreement may be made except in writing signed by both parties.
19. 15 U.S.C. § 1681 *et seq.* Provides that any person ***“who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 United States Code, imprisoned for not more than two years, or both”.***

The undersigned individual hereby personally promises and agrees to guarantee payment to Avantus of all debts incurred by End User. In the event of non-payment of said debts, the undersigned personally agrees to pay reasonable attorney's fees and costs of suit. The undersigned also understands that by signing this Agreement, Avantus has permission to pull my consumer credit report. A deposit may be required if credit history does not meet Avantus underwriting criteria: *(Skip only if a publicly traded company or FDIC insured)*

**Guarantor Signature:** \_\_\_\_\_

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

**Home Address:** \_\_\_\_\_

\_\_\_\_\_

**Personal Telephone Number:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_

Whereas, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the last date and year written below. The parties hereto agree that a facsimile transmission of this fully executed Agreement shall constitute an original and legally binding document. The person signing below on behalf of End User certifies that he/she has direct knowledge of the facts herein.

**AVANTUS**

**END USER** \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED LOUIS CAPOBIANCO

PRINTED \_\_\_\_\_

TITLE PRESIDENT

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, ST, ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

**EXHIBIT A**  
**VERMONT STATUTE**

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

**§ 2480e. Consumer consent**

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

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

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

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

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

**RULE CF 112 FAIR CREDIT REPORTING**

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

**CF 112.03 CONSUMER CONSENT**

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

## EXHIBIT B

### CALIFORNIA END USER

#### END USER CERTIFICATION OF COMPLIANCE

##### California Civil Code - Section 1785.14(a)

Section 1785.14(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met:

Section 1785.14(a)(1) states: "If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name."

Section 1785.14(a)(2) states: "If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail."

Section 1785.14(a)(3) states: "If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the prospective user verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed."

In compliance with Section 1785.14(a) of the California Civil Code, End User hereby certifies to Consumer Reporting Agency as follows:

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

End User also certifies that if End User is a Retail Seller who conducts Point of Sale transactions, End User will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person.

End User also certifies that it will only use the appropriate End User code number designated by Consumer Reporting Agency for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller.

If End User is not a Retail Seller who issues credit in Point of Sale transactions, End User agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, End User shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.

## EXHIBIT C

### NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FAIR CREDIT REPORTING ACT

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

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

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

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

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

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

##### B. Users Must Provide Certifications

Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA (by a general or specific certification, as appropriate) the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

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

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

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

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

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

#### **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) of the FCRA requires that the user clearly and accurately disclose to the consumer his or her right to obtain disclosure of the nature of the information that was relied upon by making 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 notification 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. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b)(2).)

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

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

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain prior written authorization from the consumer.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse

action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

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

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

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

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

### **IV. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION**

Section 604(g) of the FCRA prohibits consumer reporting agencies from providing consumer reports that contain medical information for employment purposes, or in connection with credit or insurance transactions, without the specific prior consent of the consumer who is the subject of the report. In the case of medical information being sought for employment purposes, the consumer must explicitly consent to the release of the medical information in addition to authorizing the obtaining of a consumer report generally.

### **V. 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 a list of consumers from a CRA 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. This statement must include the address and toll-free telephone number of the appropriate notification system.

## **VI. OBLIGATIONS OF RESELLERS**

Section 607(e) of the FCRA 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.

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

Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. *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*

**EXHIBIT D**  
**SCORE REQUIREMENTS**

1. Based on an agreement with TransUnion, Equifax, and Experian "Repositories" and Fair Isaac Corporation ("Fair Isaac") ("Reseller Agreement"), Avantus has access to a unique and proprietary statistical credit scoring service jointly offered by the Repositories and Fair Isaac which evaluates certain information in the credit reports of individual consumers from the Repository's data base 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,
2. End User, from time to time, may desire to obtain Scores from the Repositories via an on-line mode in connection with consumer credit reports.
3. End User has previously represented and now again represents that it is 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").
  - a. End User certifies that it will request Scores pursuant to procedures prescribed by Avantus from time to time only for the permissible purpose certified above, and will use the Scores obtained for no other purpose.
  - b. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
4. End User agrees that it shall use each Score only for a one-time use and only in accordance with its permissible purpose under the FCRA.
5. With just cause, such as delinquency or violation of the terms of this agreement or a legal requirement, Avantus may, upon its election, discontinue serving the End User and cancel this Agreement, in whole or in part (e.g., the services provided under this Addendum only) immediately.
6. End User recognizes that factors other than the 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.
7. The Repositories and Fair Isaac shall be deemed third party beneficiaries under this Addendum.
8. Up to five score reason codes, or if applicable, exclusion reasons, are provided to End User with Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). However, the 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. End User will not publicly disseminate any results of the validations or other reports derived from the Scores without Fair Isaac and the Repositories prior written consent
9. In the event End User intends to provide Scores to any agent, End User may do so provided, however, that End User first enters into a written agreement with such agent that is consistent with End User's obligations under this Agreement. Moreover, such agreement between End User and such agent shall contain the following obligations and acknowledgments of the agent: (1) Such agent shall utilize the Scores for the sole benefit of End User and shall not utilize the Scores for any other purpose including for such agent's own purposes or benefit; (2) That the Score is proprietary to Fair Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without the Repositories 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 Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) Such agent shall not resell the Scores; and (5) Such agent shall not use the Scores to create or maintain a database for itself or otherwise.
10. End User acknowledges that the Scores provided under this Agreement which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file.
11. End User 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.

12. The information including, without limitation, the consumer credit data, used in providing Scores under this Agreement were obtained from sources considered to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall the Repositories, Avantus, Fair Isaac, nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to End User for any claim, injury or damage suffered directly or indirectly by End User as a result of the inaccuracy or incompleteness of such information used in providing Scores under this Agreement and/or as a result of End User's use of Scores and/or any other information or services provided under this Agreement.
13. Fair Isaac, the developer of Scores, warrants that the scoring algorithms as delivered to the Repositories and used in the computation of the Score ("Models") are empirically derived from the Repositories credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by Classic uses a "prohibited basis" as that term is defined in the Equal Credit Opportunity Act (ECOA) and Regulation B promulgated there under. Score provides a statistical evaluation of certain information in the Repositories files on a particular individual, and the 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 the Repositories 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.
14. THE WARRANTIES SET FORTH IN SECTION 15 ARE THE SOLE WARRANTIES MADE UNDER THIS ADDENDUM CONCERNING THE SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS AGREEMENT; AND NEITHER FAIR ISAAC NOR THE REPOSITORIES MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OTHER THAN AS SET FORTH IN THIS ADDENDUM. THE WARRANTIES AND REMEDIES SET FORTH IN SECTION 15 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.
15. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTIES AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
16. THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO END USER, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SECTION 15, APPLY TO DAMAGES INCURRED BY THE REPOSITORIES, RESELLER AND/OR FAIR ISAAC AS A RESULT OF: GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM END USER'S BREACH, DIRECTLY OR THROUGH END USER'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
17. ADDITIONALLY, THE REPOSITORIES, RESELLER AND FAIR ISAAC SHALL NOT BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL THE REPOSITORIES AND FAIR ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS ADDENDUM, BY END USER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.
18. This Addendum may be terminated automatically and without notice: (1) in the event of a breach of the provisions of this Exhibit by End User; (2) in the event the agreement(s) related to Scores between the Repositories, Fair Isaac and Reseller are terminated or expire; (3) in the event the requirements of any law, regulation or judicial action are not met, (4) as a result of changes in laws, regulations or regulatory or judicial action that the requirements of any law, regulation or judicial action will not be met; and/or (5) the use of the Score Service is the subject of litigation or threatened litigation by any governmental entity.

## EXHIBIT E

### Access Security Requirements/Security Breach Notification

In accessing Avantus services, you agree to follow these security requirements:

#### **1. Implement Strong Access Control Measures**

- 1.1 Do not provide your credit reporting agency Subscriber Codes or passwords to anyone. No one from the credit reporting agency will ever contact you and request your Subscriber Code number or password.
- 1.2 Proprietary or third party system access software must have credit reporting agency Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3 You must request your Subscriber Code password be changed immediately when:
  - (a) any system access software is replaced by system access software or is no longer used;
  - (b) the hardware on which the software resides is upgraded, changed or disposed of
- 1.4 Protect credit reporting agency Subscriber Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
- 1.5 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the credit reporting agency's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.6 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.7 Keep user passwords Confidential.
- 1.8 Develop strong passwords that are:
  - (c) Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - (d) Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.9 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.10 Active logins to credit information systems must be configured with a thirty (30) minute inactive session, timeout.
- 1.11 Restrict the number of key personnel who have access to credit information.
- 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.13 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- 1.14 Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- 1.15 After normal business hours, turn off and lock all devices or systems used to obtain credit information.

- 1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

## **2. Maintain a Vulnerability Management Program**

- 1.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
- 1.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 1.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
  - (e) Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
  - (f) If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
  - (g) On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 1.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
  - (h) Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.

## **3. Access Security Requirements/Security Breach Notification**

- (i) If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
- (j) Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
- (k) Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

## **4. Protect Data**

- 4.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 4.2 All credit reporting agency data is classified as Confidential and must be secured to this requirement at a minimum.
- 4.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 4.4 Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.
- 4.5 Only open email attachments and links from trusted sources and after verifying legitimacy.

## **5. Maintain an Information Security Policy**

- 5.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 5.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- 5.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 5.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

## **6. Build and Maintain a Secure Network**

- 6.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.
- 6.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- 6.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
- 6.4 Any stand alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services and network traffic.
- 6.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
- 6.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

## **7. Regularly Monitor and Test Networks**

- 7.1 Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
- 7.2 Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access credit reporting agency systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
  - (l) protecting against intrusions;
  - (m) securing the computer systems and network devices;
  - (n) and protecting against intrusions of operating systems or software.

*“Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation.”*

## 8. SECURITY BREACH NOTIFICATION

Customer shall notify Avantus of any breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person within 24 hours following discovery thereof.

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

For purposes of this Agreement, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

For purposes of this Agreement, "personal information" means an individual's first name or first initial and last name in combination with anyone or more of the following data elements, when either the name or the data elements are not encrypted:

- (1) Social security number.
- (2) Driver's license number.
- (3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

For purposes of this Agreement, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

For purposes of this Agreement, "notice" may be provided by one of the following methods:

- (1) Written notice.
- (2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.
- (3) E-mail notice when the Customer has an e-mail address for the subject persons.
- (4) Conspicuous posting of the notice on the web site of the Customer.

The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

The notification may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.

In the event the of a breach (1) Customer shall provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one year in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft from at least one of the national consumer credit reporting bureaus, and (2) Avantus's consumer reporting vendors and Avantus may assess End User an expense recovery fee.

## EXHIBIT F

### Equifax Requirements

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

1. End User hereby agrees to comply with all current and future policies and procedures required by Equifax and instituted by Avantus. Avantus will give End User as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. End User may terminate this agreement at any time after notification of a change in policy in the event End User deems such compliance as not within its best interest.
2. End User agrees that Equifax shall have the right to audit records of End User that are relevant to the provision of services set forth in this agreement. End User authorizes Avantus to provide to Equifax, upon Equifax's request, all materials and information relating to its investigations of End User and agrees that it will respond within the requested time frame indicated for information requested by Equifax regarding Equifax information. End User understands that Equifax may require Avantus to suspend or terminate access to Equifax's information in the event End User does not cooperate with any such an investigation. End User shall remain responsible for the payment for any services provided to End User prior to any such discontinuance.
3. Equifax information will be requested only for End User's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. End User 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, End User may deliver the consumer credit information to a third party, secondary, or joint user with which End User has an ongoing business relationship for the permissible use of such information. End User understands that Equifax may charge a fee for the subsequent delivery to secondary users. End User 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. End User 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 End User, its employees or agents contrary to the conditions of this paragraph or applicable law.
4. Only designated representatives of End User will request Equifax information on End User'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.
5. End User understands that it must meet the following criteria: (a) the End User company name, including any DBAs, and the address on the End User Application ("Application") and Agreement must match; (b) the telephone listing must be verified in the same company name and address that was provided on the Application and Agreement; (c) a copy of the current lease of the business must be reviewed by Avantus to confirm the End User is at the same address that is shown on the Application and Agreement, and the following pages of the lease must be reviewed for verification: the signature page; the address page; the terms of the lease page; landlord name and landlord contact information; (d) a copy of the principal's driver's license is required to verify the principal's identity; (e) a current business license must be supplied, and reflect the same name and at the same address provided on the Application and Agreement. (Contact Avantus for valid substitutions when a license is not required by the state), and (f) an on-site inspection of the office is to be conducted by an Equifax certified company. *\*Note (c) and (d) are not required if the End User is publicly traded on a nationally recognized stock exchange.*
6. End User will be charged for Equifax consumer credit information by Avantus, which is responsible for paying Equifax for such information; however, should the underlying relationship between Avantus and End User terminate at any time during this agreement, changes for Equifax consumer credit information will be invoiced to End User, and End User will be solely responsible to pay Equifax directly.

7. End User agrees that it will dispose of all consumer information in accordance with the provisions of Exhibit E to Avantus End User Service Agreement.
8. End User 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 End User, whether or not any negligence of Equifax is alleged to have been contributory thereto, the failure of End User to duly and fully perform its obligations under this Agreement, the denial of service to End User by Equifax, the misuse or improper access to Equifax consumer credit information by End User or the failure of End User to comply with applicable laws or regulations. End User 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 End User resulting directly or indirectly from its use of consumer credit information from Equifax.
9. 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 END USER IN CONNECTION WITH OR RELATED TO, OR RESPECTING THE ACCURACY OF, ANY EQUIFAX CREDIT INFORMATION FURNISHED BY EQUIFAX TO ANY SUBSCRIBER.

## EXHIBIT G

### Experian Requirements

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

1. End User hereby agrees to comply with all current and future policies and procedures required by Experian and instituted by Avantus. Avantus will give End User as much notice as possible prior to the effective date of any such new policies that may be required in the future, but does not guarantee that reasonable notice will be possible. End User may terminate this agreement at any time after notification of a change in policy in the event End User deems such compliance as not within its best interest.
2. End User agrees that Experian shall have the right to audit records of End User that are relevant to the provision of services set forth in this Agreement and to verify, through audit or otherwise, that End User is in compliance with applicable law and the provisions of this Agreement. End User warrants that it is the end user of the Experian 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. End User authorizes Avantus to provide to Experian, upon Experian's request, all materials and information relating to its investigations of End User. End User further agrees that it will respond within the requested time frame indicated for information requested by Experian regarding Experian consumer credit information. End User understands that Experian may require Avantus to suspend or terminate access to Experian information in the event End User does not cooperate with any such an investigation, or in the event End User is not in compliance with applicable law or this Agreement. End User shall remain responsible for the payment for any services provided to End User by Avantus prior to any such discontinuance.
3. End User 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, End User will take the following action:
  - (a) End User will notify Avantus 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, End User will actively cooperate with and participate in any investigation conducted by Avantus or Experian that results from End User's breach of Experian consumer credit information.
  - (b) In the event that Experian determines that the breach was within the control of End User, End User will provide notification to affected consumers that their personally sensitive information has been or may have been compromised. Experian will have control over the nature and timing of the consumer correspondence related to the breach when Experian information is involved.
  - (c) In such event, End User will provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one (1) year, in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft, from at least one (1) national consumer credit reporting bureau.
  - (d) End User understands and agrees that if the root cause of the breach is determined by Experian to be under the control of the End User (i.e., employee fraud, misconduct or abuse; access by an unqualified or improperly qualified user; improperly secured website, etc.), End User may be assessed an expense recovery fee.
4. End User understands that if a change of control or ownership should occur, the new owner of the End User business must be re-credentialed as a permissible and authorized End User of Experian products and services. A third party physical inspection at the new address will be required if End User changes location.

5. End User 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 End User, or End User's breach of this Agreement. End User 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 End User resulting directly or indirectly from its use of consumer credit information from Experian.
6. 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 END USER 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.

## EXHIBIT H

### TransUnion Requirements

End User, in order to receive consumer credit information from TransUnion, LLC. ("TransUnion") via Avantus, agrees to comply with the following conditions required by TransUnion, which may be in addition to those outlined in the Avantus End User Service Agreement ("Agreement") of which these conditions are made a part. End User understands and agrees that TransUnion's delivery of information to End User via Avantus is specifically conditioned upon End User's agreement with the provisions set forth herein. End User 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.

1. End User hereby agrees to comply with all current and future policies and procedures required by TransUnion and instituted by Avantus. Avantus will give End User as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. End User may terminate this agreement at any time after notification of a change in policy in the event End User deems such compliance as not within its best interest.
2. End User agrees that TransUnion shall have the right to audit records of End User that are relevant to the provision of services set forth in this agreement. End User authorizes Avantus to provide to TransUnion, upon TransUnion's request, all materials and information relating to its investigations of End User and agrees that it will respond within the requested time frame indicated for information requested by TransUnion regarding TransUnion information. End User understands that TransUnion may require Avantus to suspend or terminate access to TransUnion's information in the event End User does not cooperate with any such an investigation. End User shall remain responsible for the payment for any services provided to End User prior to any such discontinuance.
3. End User 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, End User may deliver the consumer credit information to a third party, secondary, or joint user with which End User has an ongoing business relationship for the permissible use of such information. End User understands that TransUnion may charge a fee for the subsequent delivery to secondary users.
4. End User understands that it must meet the following criteria: (a) the End User company name, including any DBA's, and the address on the End User Application ("Application") and Agreement must match; (b) the telephone listing must be verified in the same company name and address that was provided on the Application and Agreement; (c) identification of the owner/owners (if sole proprietor or partnership) including home address and social security number and the End User's Federal tax identification number; (d) if the business is a sole proprietor or partnership, a personal credit report and copy of the principal's driver's license is required to verify the principal's identity; (e) a current business license must be supplied (in geographic locations or industries subject to licensing requirements), (Contact Avantus for valid substitutions when a license is not required by the state); (f) an on-site inspection of the office is to be conducted, (g) a separate Letter of Intent on company letterhead, signed by an officer, owner or authorized manager of the company. The Letter of Intent must include the following: 1) the nature of your business, 2) your specific intended use for the credit reports you access, 3) your anticipated monthly volume, and 4) whether you anticipate access will be primarily local, regional or national. *\*Note (d) and (e) are not required if the End User is publicly traded on a nationally recognized stock exchange.*
5. 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 TU 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 Avantus. 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.