

EXHIBIT C

1. **If Client Orders Experian/Fair, Isaac Advanced Risk Score(s) or Experian/FICO II or III.** If Client orders any Experian/Fair, Isaac Advanced Risk Score(s) ("Advanced Risk Score(s)") or Experian/FICO II or III Scores ("FICO II/FICO III"), Client acknowledges and agrees to the following: (i) the Advanced Score(s)/FICO II/FICO III are applications of a risk model developed by Experian Information Solutions, Inc. ("Experian") and Fair, Isaac (collectively, "Experian/Fair, Isaac"), which employs a proprietary algorithm and which, when applied to credit information relating to individuals with whom Client has a credit relationship or with whom Client contemplates entering into a credit relationship, will result in a numerical score; the purpose of the model being to rank said individuals in order of the risk of unsatisfactory payment, (ii) Client releases Fair, Isaac and Experian and their respective officers, directors, employees, agents, sister or affiliated companies, and any third party contractors of Fair, Isaac or Experian, from liability for any damages, losses, costs, or expenses, whether direct or indirect, suffered or incurred by Client resulting from any failure of any Advanced Risk Score(s)/FICO II/FICO III to accurately predict that a United States consumer will repay its existing or future obligations satisfactorily, (iii) Experian/Fair, Isaac warrant that Advanced Risk Score(s)/FICO II/FICO III are empirically derived and statistically sound predictors of consumer credit risk on the data from which they were developed when applied to the population for which they were developed, and Experian/Fair, Isaac further warrant that so long as it provides the Advanced Risk Score(s)/FICO II/FICO III, the Advanced risk Score(s)/FICO II/FICO III will not contain or use any prohibited basis as defined by the ECOA and Regulation B, (iv) Client agrees that THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN/FAIR, ISAAC HAVE GIVEN WITH RESPECT TO THE ADVANCED RISK SCORE(S)/FICO II/FICO III, AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXPERIAN/FAIR, ISAAC MIGHT HAVE GIVEN WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (v) Client agrees that its rights with respect to the warranty in the preceding clause (iv) are expressly conditioned upon Client's periodic revalidation of the Advanced Risk Score(s)/FICO II/FICO III in compliance with the requirements of Regulation B, as it may be amended from time to time, (vi) Experian/Fair, Isaac will indemnify, defend, and hold Client harmless from and against all liabilities, damages, losses, claims, costs, and expenses (including attorneys' fees) arising out of or resulting from any nonperformance by Experian/Fair, Isaac of any obligations to be performed by Experian/Fair, Isaac with respect to the Advanced Score(s)/FICO II/FICO III, provided that Client has given Experian/Fair, Isaac prompt notice of, and the opportunity and authority (but not the duty) to defend or settle any such claim, (vii) Client agrees that UNDER NO CIRCUMSTANCES WILL EXPERIAN OR FAIR, ISAAC HAVE ANY OBLIGATION OR LIABILITY TO CLIENT FOR ANY INCIDENTAL, DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY CLIENT, REGARDLESS OF HOW SUCH DAMAGES ARISE AND WHETHER OR NOT EXPERIAN OR FAIR, ISAAC WAS ADVISED THAT SUCH DAMAGES MIGHT ARISE, (viii) Client agrees THAT THE MAXIMUM COMBINED LIABILITY OF EXPERIAN AND FAIR, ISAAC IN CONNECTION WITH ANY ADVANCED RISK SCORE(S)/FICO II/FICO III WILL NOT EXCEED THE FEES RECEIVED FROM CLIENT FOR THE ADVANCED RISK SCORE(S)/FICO II/FICO III DURING THE PRIOR 12 MONTHS, (ix) Client certifies that it has a permissible purpose under the FCRA and other applicable laws for obtaining the Advanced Risk Score(s)/FICO II/FICO III, (x) Client certifies that any use by Client of the Advanced Risk Score(s)/FICO II/FICO III for purposes of evaluating the credit risk associated with applicants, prospects, or existing customers will be in a manner consistent with the provisions of applicable law, including, without limitation, the ECOA, Regulation B, and the Fair Credit Reporting Act, (xi) Client certifies that it will not use the Advanced Risk Score(s)/FICO II/FICO III for any adverse action unless adverse action reason codes have been delivered to Client along with the Advanced Risk Score(s)/FICO II/FICO III (xii) Client acknowledges that the Advanced Risk Score(s)/FICO II/FICO III and all associated intellectual property rights in its output are the property of Fair, Isaac and that Client will not provide the Advanced Risk Score(s)/FICO II/FICO III to any other party without Fair, Isaac's and Experian's prior written consent, except (a) to credit applicants in connection with approval/disapproval decisions in the context of a bona fide credit extension transaction when accompanied with Client's corresponding score reason codes, or (b) as clearly required by law, (xiii) Client certifies that it will not publicly disseminate any results of the validations or other reports derived from any Advanced Risk Score(s)/FICO II/FICO III without Fair, Isaac's and Experian's express written permission, (xiv) Client agrees that before delivering or directing Experian/Fair, Isaac or FAC to deliver Advanced Risk Score(s)/FICO II/FICO III to any third party (including any third party agent acting on behalf of Client for the purpose of receiving Advanced Risk Score(s)/FICO II/FICO III for the sole benefit of Client ("Third Party Processor")), Client will enter into a contract with such third party that (a) limits the use of the Advanced Risk Score(s)/FICO II/FICO III by the third party only to the use permitted to Client, and (b) identifies Experian and Fair, Isaac as the express third party beneficiary of such contract, (xv) Experian/Fair, Isaac will have the right to audit the use of the Advanced Risk Score(s)/FICO II/FICO III by Client and any Third Party Processor, and Client will cooperate, and will cause any Third Party Processor to cooperate, fully with Experian/Fair, Isaac in connection with such audits and Client will cause any Third Party Processor to provide, Experian/Fair, Isaac with access to such properties, records, and personnel of such parties as may be required for such purpose, and (xvi) Client agrees that Experian and Fair Isaac is each an express third party beneficiary of the foregoing provisions and each is entitled to directly enforce Client's obligations under such provisions as if a direct party to this Agreement.
2. **If Client Orders BEACONSM and/or PinnacleSM Scores.** If Client orders BEACON and/or Pinnacle Scores, Client acknowledges the following: these Scores consist of point-scoring prediction algorithms developed by The Fair, Isaac Companies ("Fair, Isaac"). Each is based on the computerized consumer credit information in the Equifax Information Services LLC ("EQUIFAX") automated consumer reporting system. Beacon is designed to predict the risk of an individual not paying accounts as agreed. Pinnacle is designed to provide an estimated rank ordering relative to other consumers in the EQUIFAX automated consumer reporting system of the likelihood that consumers will repay, as agreed, their existing and future credit obligations. BEACON and/or Pinnacle Scores will be applied to those inquires as Client may request. Pursuant to such inquiry and request for BEACON and/or Pinnacle information, FAC will, as available, provide Client with the BEACON and/or Pinnacle Score, up to four of the principal factors contributing to such Score or Scores, and the Basic Report.
3. **If Client Orders Delphi, Empirica, and/or Horizon Scores.** If Client orders Delphi, Empirica, and/or Horizon Scores, Client acknowledges that these Scores are provided by Trans Union LLC and Fair, Isaac, and Client agrees to be bound by any specific requirements that such providers may impose from time to time.
4. **If Client Orders Precision Credit Risk Score Services.** If Client orders Precision Credit Risk Score Services, Client acknowledges and agrees to the following: (i) the Precision Credit Risk Score Service is jointly offered by Trans Union and Fair, Isaac which evaluates certain information in the credit reports of individual consumers from Trans Union's data base ("Precision") and provides a score which rank orders consumers with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring (the "Precision Score"), (ii) Client, from time to time, may desire to obtain Precision Scores from Trans Union via an on-line mode in connection with consumer credit reports, (iii) Client certifies that it will request Precision Scores only for the permissible purpose(s) certified in the Agreement, and will use the Precision Scores obtained for no other purpose, (iv) Client agrees that it shall use each Precision Score only for a one-time use only and only in accordance with its permissible purpose under the FCRA, (v) Client recognizes that factors other than the Precision 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, (vi) Trans Union and Fair, Isaac shall be deemed third party beneficiaries of the provisions set forth in this Section 4 of this Exhibit A as if a direct party to this Agreement, (vii) Up to four score reason codes, or if applicable, exclusion reasons, are provided to Client with Precision Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Precision Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the ECOA and its implementing Regulation ("Reg. B"). However, the Precision 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. Client will not publicly disseminate any results of the validations or other reports derived from the Precision Scores without Fair, Isaac and Trans Union's prior written consent, (viii) In the event Client intends to provide Precision Scores to any agent, Client may do so provided, however, that Client first enters into a written agreement with such agent that is consistent with Client's obligations under this Agreement; moreover, such agreement between Client and such agent shall contain the following obligations and acknowledgments of the agent: (1) Such agent shall utilize the Precision Scores for the sole benefit of Client and shall not utilize the Precision Scores for any other purpose including for such agent's own purposes or benefit; (2) That the Precision Score is proprietary to Fair, Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union and Fair, Isaac's prior written consent except (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (b) as clearly required by law; (3) Such agent shall not use the Precision Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) Such agent shall not resell the Precision Scores; and (5) Such agent shall not use the Precision Scores to create or maintain a database for itself or otherwise, (ix) Client acknowledges that the Precision 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, (x) Client 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, (xi) The information including, without limitation, the consumer credit data, used in providing Precision Scores under this Agreement were obtained from sources considered to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall Trans Union, Fair, Isaac, FAC, nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Client for any claim, injury or damage suffered directly or indirectly by Client as a result of the inaccuracy or incompleteness of such information used in providing Precision Scores under this Agreement and/or as a result of Client's use of Precision Scores and/or any other information or serviced provided under this Section 4 of Exhibit A, (xii) Fair, Isaac, the developer of Precision, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the Precision Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by Precision uses a "prohibited basis" as that term is defined in the ECOA and Regulation B promulgated thereunder. Precision provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the Precision Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring relative to other individuals in Trans Union's database. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based, (xiii) THE WARRANTIES SET FORTH IN SUB-SECTION (XII) ABOVE ARE THE SOLE WARRANTIES MADE UNDER THIS SECTION 4 CONCERNING THE PRECISION SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS SECTION 4; AND NEITHER FAIR, ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS SECTION 4. THE WARRANTIES AND REMEDIES SET FORTH IN SUB-SECTION (XII) ABOVE 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, (xiv) 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 SECTION 4, 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, (xv) THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO CLIENT, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SUB-SECTION (XIV), APPLY TO DAMAGES INCURRED BY TRANS UNION AND/OR FAIR, ISAAC OR FAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM CLIENT'S BREACH, DIRECTLY OR THROUGH CLIENT'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS SECTION 4, (xvi) ADDITIONALLY, NEITHER TRANS UNION NOR FAIR, ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 4 BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR, ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS SECTION 4, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS SECTION 4, BY CLIENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS, (xvii) CLIENT AGREES THAT (1) ALL REPRESENTATIONS, WARRANTIES, RIGHTS, AND REMEDIES REGARDING THE PRECISION SCORE, IF ANY, COME EXCLUSIVELY FROM TRANS UNION AND FAIR ISAAC, (2) FAC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRECISION SCORE, 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), AND (3) THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Accordingly, neither FAC nor its affiliates, nor any of their officers, employees, independent contractors or agents shall have any liability to Client in connection with the Precision Score even if specifically advised of the possibility of such damages, and Client unconditionally releases all of such persons from all liability whatsoever, whether known or unknown, fixed or contingent, direct or indirect, of whatever nature in connection with the Precision Score, and agrees to look solely to Trans Union and/or Fair Isaac, for any and all rights and remedies it may have, and all damages, losses, costs, or expenses it may incur in connection with the Precision Score.

5. **If Client Orders Bankruptcy Navigator Index 3.0™.** If Client orders Bankruptcy Navigator Index 3.0, Client acknowledges the following: Bankruptcy Navigator Index 3.0 is a credit scoring service that ranks-orders and segments accounts according to the likelihood of bankruptcy over a 24-month period, based on information in the Equifax Information Services, LLC. ("Equifax") consumer credit database. The scores returned by the Bankruptcy Navigator Index 3.0 service only represent a prediction of bankruptcy filing relative to other individuals in the Equifax credit database and are not intended to characterize any individual as to credit risk or credit capacity. Client certifies that it will order this Service only when Client intends to use the information for the permissible purpose set forth in Section 604(a) of the Fair Credit Reporting Act. Client will not order the Service for employment purposes.

6. **If Client Orders Trans Union NextGen Score.** If Client orders Trans Union NextGen Scores, Client acknowledges and agrees to the following: (i) based on an agreement with Trans Union and Fair, Isaac, FAC has access to a unique and proprietary statistical credit scoring service jointly offered by Trans Union and Fair, Isaac that evaluates certain information in the credit reports of individual consumers from Trans Union's data base ("FICO Risk Score, NextGen") and provides a score that rank orders consumers with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring (the "NextGen Score"); (ii) Client from time to time may desire to obtain NextGen Scores from Trans Union via an on-line mode in connection with obtaining Credit Reports from FAC; (iii) Client has certified in the Agreement, and now, again certifies, that it is has one or more specified "permissible purposes" for obtaining Credit Reports. The term "permissible purposes" is used in this section 6 with the meaning assigned to such term Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) including, without limitation, all amendments thereto ("FCRA"); (iv) Client certifies that it will request NextGen Scores pursuant to procedures prescribed by FAC from time to time only for the permissible purpose(s) it has specified in the Agreement and certified above, and will use the NextGen Scores obtained for no other purpose; (v) Client will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry; (vi) Client agrees that it shall use each NextGen Score only for a one-time use only and only in accordance with its permissible purpose under the FCRA; (vii) with just cause, such as delinquency or violation of the terms of this section 6 or a legal requirement, FAC may, upon its election, discontinue serving the Client and terminate this section 6, in whole or in part, immediately; (viii) Client recognizes that factors other than the NextGen Score may be considered in making a credit decision. Such other factors include, but are not limited to, the credit report, the individual account history, and economic factors; (ix) Trans Union and Fair, Isaac shall be deemed third party beneficiaries under this section 6; (x) up to four (4) score reason codes, or if applicable, exclusion reasons, are provided to Client with NextGen Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher NextGen 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 NextGen 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; (xi) Client will not publicly disseminate any results of the validations or other reports derived from the NextGen Scores without Fair, Isaac and Trans Union's prior written consent; (xii) in the event Client intends to provide NextGen Scores to any agent, Client may do so provided, however, that Client first enters into a written agreement with such agent that is consistent with Client's obligations under this section 6. Moreover, such agreement between Client and such agent shall contain the following obligations and acknowledgments of the agent: (1) such agent shall utilize the NextGen Scores for the sole benefit of Client and shall not utilize the NextGen Scores for any other purpose including for such agent's own purposes or benefit; (2) that the NextGen Score is proprietary to Fair, Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union and Fair, Isaac's prior written consent, except (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (b) as clearly required by law; (3) such Agent shall not use the NextGen Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) such agent shall not resell the NextGen Scores; and (5) such agent shall not use the NextGen Scores to create or maintain a database for itself or otherwise; (xiii) Client acknowledges that the NextGen Scores provided under this section 6, which utilize an individual's consumer credit information, will result in an inquiry being added to the consumer's credit file. Client shall be responsible for compliance with all applicable federal and 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; (xiv) the information including, without limitation, the consumer credit data, used in providing NextGen Scores under this section 6 were obtained from sources considered by Trans Union and Fair, Isaac to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall Trans Union, Fair, Isaac, or FAC nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Client for any claim, injury or damage suffered directly or indirectly by Client as a result of the inaccuracy or incompleteness of such information used in providing NextGen Scores under this section 6 and/or as a result of Client's use of NextGen Scores and/or any other information or serviced provided under this Addendum; (xv) Fair, Isaac, the developer of NextGen Score, warrants that the scoring algorithms as delivered to Trans Union and used in the computation

of the NextGen Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by NextGen Score uses a "prohibited basis" as that term is defined in the ECOA and Reg. B. NextGen Score provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the NextGen Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24)-month period following scoring relative to other individuals in Trans Union's database. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based: (xvi) THE WARRANTIES SET FORTH IN SUBSECTION (XVI) ARE THE SOLE WARRANTIES MADE UNDER THIS SECTION 6 CONCERNING THE NEXTGEN SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS SECTION 6; AND NEITHER FAIR, ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS SECTION 6 OTHER THAN AS SET FORTH IN THIS SECTION 6. THE WARRANTIES AND REMEDIES SET FORTH IN SUBSECTION (XV) ABOVE 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: (XVII) 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 SECTION 6, 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: (XVIII) THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO CLIENT, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH IN SUBSECTION (XVII) ABOVE, APPLY TO DAMAGES INCURRED BY TRANS UNION, FAIR, ISAAC OR FAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM CLIENT'S BREACH, DIRECTLY OR THROUGH CLIENT'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS SECTION 6; (XIX) ADDITIONALLY, NEITHER TRANS UNION NOR FAIR, ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 6 BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR, ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS SECTION 6, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS SECTION 6, BY CLIENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS: (XX) CLIENT AGREES THAT (1) ALL REPRESENTATIONS, WARRANTIES, RIGHTS, AND REMEDIES REGARDING THE NEXTGEN SCORE, IF ANY, COME EXCLUSIVELY FROM TRANS UNION AND FAIR, ISAAC, (2) FAC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE NEXTGEN SCORE, 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), AND (3) THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Accordingly, neither FAC or its affiliates nor any of their officers, employees, independent contractors or agents shall have any liability to Client in connection with the NextGen Score even if specifically advised of the possibility of such damages, and Client unconditionally releases all of such persons from all liability whatsoever, whether known or unknown, fixed or contingent, direct or indirect, of whatever nature in connection with the NextGen Score, and agrees to look solely to Trans Union and/or Fair, Isaac for any and all rights and remedies it may have, and all damages, losses, costs, or expenses it may incur in connection with the NextGen Score.

7. If Client Orders Trans Union Classic Score. If Client orders Trans Union Classic Scores, Client acknowledges and agrees to the following: (i) based on an agreement with Trans Union and Fair, Isaac, FAC has access to a unique and proprietary statistical credit scoring service jointly offered by Trans Union and Fair, Isaac that evaluates certain information in the credit reports of individual consumers from Trans Union's data base ("Classic") and provides a score that rank orders consumers with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring (the "Classic Score"); (ii) Client from time to time may desire to obtain Classic Scores from Trans Union via an on-line mode in connection with obtaining Credit Reports from FAC; (iii) Client has certified in the Agreement, and now, again certifies, that it has one or more specified "permissible purposes" for obtaining Credit Reports. The term "permissible purposes" is used in this Section 7 with the meaning assigned to such term Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) including, without limitation, all amendments thereto ("FCRA"); (iv) Client certifies that it will request Classic Scores pursuant to procedures prescribed by FAC from time to time only for the permissible purpose(s) it has specified in the Agreement and certified above, and will use the Classic Scores obtained for no other purpose; (v) Client will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry; (vi) Client agrees that it shall use each Classic Score only for a one-time use only and only in accordance with its permissible purpose under the FCRA; (vii) with just cause, such as delinquency or violation of the terms of this section 7 or a legal requirement, FAC may, upon its election, discontinue serving the Client and terminate this Agreement, in whole or in part, immediately; (viii) Client recognizes that factors other than the Classic Score may be considered in making a credit decision. Such other factors include, but are not limited to, the credit report, the individual account history, and economic factors; (ix) Trans Union and Fair, Isaac shall be deemed third party beneficiaries under this Section 7; (x) up to five (5) score reason codes, or if applicable, exclusion reasons, are provided to Client with Classic Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Classic Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). However, the Classic Score itself is proprietary to Fair, Isaac, may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants or any other third party, except: (1) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (2) as clearly required by law. Client will not publicly disseminate any results of the validations or other reports derived from the Classic Scores without Fair, Isaac and Trans Union's prior written consent; (xi) in the event Client intends to provide Classic Scores to any agent, Subscriber may do so provided, however, that Client first enters into a written agreement with such agent that is consistent with Subscriber's obligations under this section 7. Moreover, such agreement between Client and such agent shall contain the following obligations and acknowledgments of the agent: (1) such agent shall utilize the Classic Scores for the sole benefit of Client and shall not utilize the Classic Scores for any other purpose including for such agent's own purposes or benefit; (2) that the Classic Score is proprietary to Fair, Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union and Fair, Isaac's prior written consent, except (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (b) as clearly required by law; (3) such Agent shall not use the Classic Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) such agent shall not resell the Classic Scores; and (5) such agent shall not use the Classic Scores to create or maintain a database for itself or otherwise; (xii) Client acknowledges that the Classic Scores provided under this section 7, which utilize an individual's consumer credit information, will result in an inquiry being added to the consumer's credit file; (xiii) Client shall be responsible for compliance with all applicable federal and 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; (xiv) the information including, without limitation, the consumer credit data, used in providing Classic Scores under this section 7 were obtained from sources considered by Trans Union and Fair, Isaac to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall Trans Union, Fair, Isaac, or FAC nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Client for any claim, injury or damage suffered directly or indirectly by Client as a result of the inaccuracy or incompleteness of such information used in providing Classic Scores under this section 7 and/or as a result of Client's use of Classic Scores and/or any other information or serviced provided under this section 7; (xv) Fair, Isaac, the developer of Classic Score, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the Classic Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by Classic Score uses a "prohibited basis" as that term is defined in the ECOA and Reg. B. Classic Score provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the Classic Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24)-month period following scoring relative to other individuals in Trans Union's database. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based: (xvi) THE WARRANTIES SET FORTH IN SUBSECTION (XVI) ABOVE ARE THE SOLE WARRANTIES MADE UNDER THIS SECTION 7 CONCERNING THE CLASSIC SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS SECTION 7; AND NEITHER FAIR, ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS SECTION 7 OTHER THAN AS SET FORTH IN THIS SECTION 7. THE WARRANTIES AND REMEDIES SET FORTH IN SUBSECTION (XVI) 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: (XVII) 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 SECTION 7, 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; (XVII) THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO CLIENT, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SUBSECTION (XVI), APPLY TO DAMAGES INCURRED BY TRANS UNION, FAIR, ISAAC OR FAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM CLIENT'S BREACH, DIRECTLY OR THROUGH CLIENT'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS SECTION 7; (XVIII) ADDITIONALLY, NEITHER TRANS UNION NOR FAIR, ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 7 BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR, ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS SECTION 7, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS SECTION 7, BY CLIENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS; (XIX) CLIENT AGREES THAT (1) ALL REPRESENTATIONS, WARRANTIES, RIGHTS, AND REMEDIES REGARDING THE CLASSIC SCORE, IF ANY, COME EXCLUSIVELY FROM TRANS UNION AND FAIR, ISAAC, (2) FAC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CLASSIC SCORE, 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), AND (3) THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Accordingly, neither FAC or its affiliates nor any of their officers, employees, independent contractors or agents shall have any liability to Client in connection with the Classic Score even if specifically advised of the possibility of such damages, and Subscriber unconditionally releases all of such persons from all liability whatsoever, whether known or unknown, fixed or contingent, direct or indirect, of whatever nature in connection with the Classic Score, and agrees to look solely to Trans Union and/or Fair, Isaac for any and all rights and remedies it may have, and all damages, losses, costs, or expenses it may incur in connection with the Classic Score.

8. If Client Orders VantageScore. If Client orders VantageScores, Client acknowledges and agrees to the following: (i) Client will request VantageScore only for its exclusive use. Client may store VantageScores solely for Client's own use in furtherance of Client's original purpose for obtaining the VantageScore. Client shall not use the VantageScore for model development or model calibration and shall not reverse engineer the VantageScore. All VantageScores provided will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person except: (a) to those employees of Client with a need to know and in the course of their employment; (b) to those third party processing agents of Client who have executed an agreement that limits the use of the VantageScores by the third party only to the use permitted to customer and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (c) when accompanied by the corresponding reason codes, to the consumer who is the subject of the VantageScore; or (d) as required by applicable law; (ii) Client certifies and warrants that it will comply with all federal, state and local statutes, regulations, and rules applicable to it as a provider of VantageScore.

a. The following additional terms and conditions apply to VantageScore provided by Equifax: (i) Client will hold all information received from FAC/Equifax in connection with VantageScore under this Agreement in strict confidence and will not disclose that information to the consumer or to others except in accord with the following sentence or as required or permitted by law. Client may provide the principal factors contributing to the VantageScore to the subject of the report when those principal factors are the basis of Client's adverse action against the subject consumer. Client must describe the principal factors in a manner which complies with Regulation B of the ECOA; (ii) Equifax reasonably believes that, subject to validation by Client on its own records, (1) the scoring algorithms used in the computation of the VantageScore are empirically derived from consumer credit information from Equifax's consumer credit reporting database, and are demonstrably and statistically sound methods of rank ordering candidate records from the Equifax consumer credit database for the purposes for which the VantageScore was designed particularly, and it is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system" as defined in Regulation B, with the understanding that the term "empirically derived, demonstrably and statistically sound," is defined only in a general manner by Regulation B, and has not been the subject of any significant interpretation; and (2) the scoring algorithms comprising the VantageScore, except as permitted, do not use a "prohibited basis," as such phrase is defined in Regulation B. Client must validate the Score on its own records. Client will be responsible for meeting its requirements under the ECOA and Regulation B; (iii) Equifax does not guarantee the predictive value of the VantageScore with respect to any individual, and does not intend to characterize any individual as to credit capability. Neither Equifax nor its directors, officers, employees, agents, subsidiary and affiliated companies, or any third-party contractors, licensors or suppliers of Equifax will be liable to Client for any damages, losses, costs or expenses incurred by Client resulting from any failure of a VantageScore to accurately predict the credit worthiness of Client's applicants or customers. In the event the VantageScore is not correctly applied to Equifax to any credit file, Equifax's sole responsibility will be to reprocess the credit file through the VantageScore at no additional charge.

EXHIBIT D

This Exhibit contains additional Information Services that may be provided under the Agreement and additional terms and requirements that apply to those Information Services. Client and Client Affiliates agree to abide by the additional terms and requirements that apply to those Information Services.

1. Bureau-derived OFAC Screening Services (the "OFAC Service(s)").

- a. In response to an inquiry by Client for the OFAC Service, FAC will submit the inquiry to a company ("Match Provider") that matches consumer names to a file that the Match Provider maintains containing limited identifying information of consumers listed by the United States Treasury Department, Office of Foreign Asset Control ("OFAC") of Specially Designated Nationals whose property is blocked, to assist the public in complying with the various sanctions programs administered by OFAC. Based upon the inquiry, the Match Provider will perform a match and FAC will transmit and return to Client the match results provided by the Match Provider. FAC does not manage the matching algorithm of the Match Provider for the OFAC Service.
- b. **Charges to Client.** Client agrees to pay FAC the applicable charges for the OFAC Service for each inquiry to FAC in accordance with FAC's current fee schedule as in effect from time to time. FAC may change its charges for the OFAC Service at any time effective upon notice to Client.
- c. **Disclaimer of Warranty.** The Match Provider updates its OFAC files periodically. However, neither FAC nor the Match Provider can or will, for the fees charged for the OFAC Service, be an insurer or guarantor of the accuracy or reliability of the OFAC Service nor the data contained in the Match Provider's file. **Client acknowledges that the existence of a match based on very limited identifying information provided by OFAC does not necessarily indicate that the consumer for whom the Client inquired is the same consumer referenced by OFAC.** *The use of the OFAC Service does not attempt to, nor does it, satisfy any of Client's legal obligations that may be administered by OFAC or any other governmental agency.* NEITHER FAC NOR THE MATCH PROVIDER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OFAC SERVICES, INCLUDING, FOR EXAMPLE WITHOUT LIMITATION, WARRANTIES OF CURRENTNESS, COMPLETENESS, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event will FAC or the Match Provider have any liability in connection with the OFAC Service or any information provided or not provided in connection therewith, for indirect, special, or consequential damages or loss profits, however caused, whether by negligence or otherwise, even if such persons have been advised of the possibility of such damages. The maximum aggregate liability of such persons will not exceed the charge to Client for the inquiry to which such damage relates. In addition, FAC makes no representation that the Match Provider will provide the matching functions on an uninterrupted basis and FAC shall have no liability for delay or interruptions caused by the Match Provider to provide such functions on a timely basis.
- d. **Client Warranty.** Client warrants that it will request and use the OFAC Service received from FAC hereunder solely in connection with transactions involving the consumer as to whom such information is sought, and will not request or use such information for purposes prohibited by law. Without limiting the generality of the foregoing, Client further warrants **that it will not use the OFAC Service or any information therein, in whole or in part, for the purpose of serving as a factor in establishing the subject consumer's eligibility for credit, insurance, employment or any other purpose authorized under section 604 of the Fair Credit Reporting Act, and in no event will use such information, in whole or in part, as a basis for any adverse action against such consumer.** *Client understands that FAC is providing the OFAC Service to Client in reliance on this warranty.*
- e. **Compliance.** "Customer Identification Program ("CIP") means a risk-based program that includes policies, procedures and controls to (i) verify the identity of the person (consumer or entity) seeking to open an account, (ii) maintain records of the information used to verify identity and (iii) consult government lists of known or suspected terrorists or terrorist organizations to confirm that the person is not on any list. Client certifies that it maintains a CIP, which includes, without limitation, a designated Compliance Officer, procedures for resolving whether any person matched in the OFAC Service is in fact subject to regulation by the Department of the Treasury's Office of Foreign Asset Control or another government agency, ongoing employee training, and an independent audit function to test the program. Client agrees to comply with all applicable federal and state laws and regulations in ordering and use of the OFAC Services and Client agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance. Client agrees to allow FAC to audit Client's compliance with the obligations of this Addendum governing the use of the OFAC Service. Client will cooperate fully and promptly in the conduct of such audits.

2. Non-Bureau Derived OFAC and Other Screening Services (the "Service(s)") (not including prescreen)

- a. **Services.** FAC offers Screening Services pursuant to this section That screen against databases that contain name and other limited identifying information on individuals and entities (together, "persons") supplied by a government agency or other organization.
- b. **Inquiries.** Client can order any Service for an inquiry on a person. In response to Client's inquiry, FAC will check the name of the person against the names and other limited identifying information contained in the databases used in the Service selected by Client for the inquiry. After checking the person against the databases used in the Screening Service chosen by Client, FAC will inform Client as to whether or not there was a match. **Client acknowledges that the existence of a match based on very limited identifying information contained in a database does not necessarily indicate that the person for whom Client inquired is the same person matched in the database.** *The use of any Service by itself does not satisfy any of Client's legal obligations under any governmental agency regulation or other applicable law, and Client is solely responsible for its own compliance.*
- c. **Disclaimer of Warranties.** For the fees charged, FAC is not, and cannot be, an insurer or guarantor of the accuracy or reliability of any Screening Service nor the data contained in databases used in any Screening Service. NEITHER FAC NOR ANY OF ITS DATA PROVIDERS, SUPPLIERS, OR OTHER VENDORS USED IN CONNECTION WITH THE SERVICES ("SERVICE VENDORS") MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE, THE QUALITY OF THE INFORMATION CONTAINED IN THE DATABASES USED IN ANY SERVICE, OR THE RESULTS OF ANY SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF CURRENTNESS, COMPLETENESS, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- d. **Limitation of Liabilities.** To the maximum extent permitted under applicable law, in no event will FAC or any Service Vendor have any liability in connection with any Service or any information provided or not provided to Client in connection therewith for indirect, special, or consequential damages or loss profits, however caused, whether by negligence or otherwise, even if such persons have been advised of the possibility of such damages, and the entire risk of using the Services remains with Client. To the maximum extent permitted under applicable law, the maximum aggregate liability of all such persons in connection with any inquiry for any Service will not exceed the Service Charge paid by Client for the inquiry to which such damage relates. In addition, FAC makes no representation that any Service will be provided on a timely or uninterrupted basis, and FAC shall have no liability for delays, interruptions, or failures resulting from any cause if such cause is beyond its reasonable control including, without limitation, equipment failure, transmission failure, or failure of any Service Vendor to perform.
- e. **Restrictions on Use.** Client warrants that it will request and use the Services received solely in connection with transactions involving the persons as to whom such information is sought, and Client will not request or use such information for purposes prohibited by law. Without limiting the generality of the foregoing, Client further warrants **that it will not use any Service or any information therein, in whole or in part, for the purpose of serving as a factor in establishing any individual's eligibility for credit, insurance, employment, or any other purpose authorized under section 604 of the Fair Credit Reporting Act, and in no event will Client use such information, in whole or in part, as a basis for any adverse action against any individual.** *Client understands that FAC is providing the Services to Client in reliance on this warranty.* Client agrees to comply with all applicable federal and state laws and regulations in ordering and use of the Services and Client agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance. FAC may audit Client's compliance with its obligations under this section, and Client will cooperate fully and promptly in the conduct of such audits. Client is solely responsible for any denial of service to Client's customers, and Client should not deny such service based upon data or results provided by FAC or FAC's information providers without first conducting an appropriate review and adjudication process. Client agrees to indemnify, defend and hold harmless FAC for any claim arising from any such denial of service.

- f. **Customer Identification Program.** "Customer Identification Program" or "CIP" means a risk-based program that includes policies, procedures, and controls to (i) verify the identity of the person seeking to open an account or engage in another transaction with Client, (ii) maintain records of the information used to verify identity, and (iii) consult government lists of known or suspected terrorists or terrorist organizations to confirm that the person is not on any list, to the extent required under applicable law or regulation. Client certifies that it now maintain, and throughout the term of the Agreement will continue to maintain, a CIP, which includes, without limitation, a designated Compliance Officer, procedures for resolving whether any person matched any Service is in fact subject to regulation by the Department of the Treasury's Office of Foreign Asset Control or another applicable regulatory agency, and ongoing employee training, and an independent audit function to test the program.

3. Identity Verification and Fraud Prevention Products (the "Products")

FAC hereby grants to Client a restricted license to use the Products, subject to the restrictions and limitations set forth below:

- a. FAC hereby grants to Client a restricted license to use the Products solely for Client's own internal business purposes. Client represents and warrants that it is the end user of the Products, and all of Client's use of the Products shall be for only legitimate purposes, including those specified by Client in connection with a specific information request, relating to its business and as otherwise governed by this Agreement. Client shall not use the Products for marketing purposes or resell or broker the Products to any third party. Client agrees that if FAC determines or reasonably suspects that Client is engaging in marketing activities, reselling or brokering the Product's information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, FAC may take immediate action, including terminating the delivery of, and the license to use, the Products. Client may not use data to create a competing product. Client shall not reproduce, retransmit, republish or otherwise transfer for commercial purpose any Products (or the information contained therein) that Client receives from FAC, except to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested. Client acknowledges that FAC is providing data to support Client's own processes and decisions, and Client's customer(s) should not be denied any service or access based solely on data or results provided by FAC. Client is responsible for any denial of services or access to its customers and Client will not deny such service or access without first conducting an appropriate review and adjudication process. FAC may at any time mask or cease to provide Client access to the Products or portions thereof which FAC may deem, in FAC's sole discretion, to be sensitive or restricted information.
- b. Client acknowledges that FAC and/or its data provider(s) and/or other third parties retain all right, title, and interest under applicable contractual, copyright and related laws in the databases and information contained therein and used to provide Products hereunder. Client shall use such information consistent with such right, title and interest and notify FAC of any threatened or actual infringement thereof.
- c. Client certifies to FAC that Client has determined that Client's use of the Products is pursuant to an exception under the federal Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq. ("GLB Act"). Additionally, Client certifies to FAC that (1) it will order and use the Products only in connection with the following purpose and for no other purpose: to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability, (2) it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLB Act, and (3) it will only order and use the Products in connection with a consumer-initiated transaction. Client further certifies that it will not use the Products, in whole or in part, (a) for the purpose of serving as a factor in establishing the consumer subject's eligibility for credit, insurance, employment or any other purpose authorized under section 604 of the Fair Credit Reporting Act (15 U.S.C. 1681, et seq.) or (b) as a basis for any adverse action against the consumer subject. Client agrees to use any Products, which are the subject of this Section 3 of Exhibit B, in strict conformance with the Federal Drivers Privacy Protection Act (18 USC Section 2721 et seq.) and similar state statutes, if applicable.
- e. Client agrees that it shall use the Products only for its exclusive use, and to hold the information in strict confidence and not to disclose it to any third parties, except to the extent that disclosure is required by law. The Products will be requested only by Client's designated and authorized representatives. Employees will be forbidden to attempt to obtain any of the Products on themselves, associates, or any other person except in the exercise of their official duties. Client acknowledges that no credit information shall be supplied in response to an inquiry for any of the Products. Client agrees to comply with all pertinent requirements of the GLB Act and all other applicable state and federal laws in ordering and use of the Products and Client agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance. Client will permit FAC to audit its procedures related to this section and will make all changes required by FAC to comply with such requirements and to assure against unauthorized access to the Products.
- f. Client agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Products through any methods, including unauthorized access through or to Client's user identification numbers or passwords ("Account IDs"). Such misuse or unauthorized access shall include any disclosure, release, viewing or other unauthorized access to information such as social security numbers, driver's license numbers or dates of birth. Client agrees that FAC may temporarily suspend Client's access for up to 10 business days pending an investigation of Client's use or access. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, FAC may immediately terminate this Agreement without notice or liability of any kind. Client is responsible for the administration and control of Account IDs by its employees and third parties, and shall identify a security administrator to coordinate with FAC. Client shall manage all Account IDs, and notify FAC promptly if any Account ID becomes inactive or invalid. Client shall follow the policies and procedures of FAC with respect to account maintenance as same may be communicated to Client from time to time.
- g. In the event that Client learns or has reason to believe that the Products (or any information contained therein) has been disclosed or accessed by an unauthorized party, Client will immediately give notice of such event to FAC. Furthermore, in the event that Client has access to or acquires individually identifiable information (e.g., social security numbers, driver's license numbers or dates of birth) in relation to this Section 3 of Exhibit B, the following shall apply: Client acknowledges that upon unauthorized acquisition of such individually identifiable information (a "Security Event"), Client shall, in compliance with law, notify the individuals whose information was disclosed that a Security Event has occurred. Also Client shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event.
- h. FAC may, at any time, impose restrictions and/or prohibitions on Client's use of the Products or certain data. Client understands that such restrictions or changes in access may be the result of a modification in FAC policy, a modification of third party agreements, a modification in industry standards, a Security Event or a change in law or regulation. Upon written notification by FAC of such restrictions, Client agrees to comply with such restrictions.
- i. The Products are provided "AS IS." **FAC MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE, WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY PRODUCT, THAT IT WILL MEET CLIENT'S NEEDS, OR THAT IT WILL BE PROVIDED ON AN UNINTERRUPTED BASIS AND FAC EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES.**
- j. In no event will FAC, any provider of information used by FAC in preparing the Products, any of their respective affiliates, or any of their respective officers, directors, employees, or agents, have any liability to Client for any special, incidental, punitive or consequential damages, including, without limitation, lost profits, business interruption, loss or corruption of data, and the like, arising out of any transactions in connection with this Section 3 of Exhibit B, including, without limitation in connection with any Products, whether incurred as a result of negligence or otherwise, even if such persons or any of them have been advised of the possibility of such damages. **SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT SUCH LIMITATIONS MAY NOT APPLY TO CLIENT.** The maximum liability of FAC in connection with a Product will not exceed an amount equal to the price paid by Client for such Product. FAC's information providers are express beneficiaries of Client's obligations to FAC's rights in connection with this Agreement and the Products, and such information providers have the independent right to enforce those obligations and rights (other than fees and charges) as if such obligations and rights ran directly to the information providers and such entities were parties to this Agreement. Neither cancellation, termination, modification nor other change to this Agreement or FAC's failure to enforce any of its rights, will affect any rights of such information providers.
- k. **Indemnification.** Client shall indemnify, defend and hold harmless FAC and its agents, employees, independent contractors, and any provider of information used by FAC in preparing the Products on account of any demand, action, loss, cost, expense (including, without limitation, reasonable attorney fees and costs of litigation) damage liability, penalty, or claim (collectively, "Claims") arising from or in any way connected with (a) Client's breach of this Section 3 of Exhibit B including, without limitation, the improper order, use or disclosure of the Products by Client or Client's employees, agents or independent contractors, and (b) any Claim by any consumer or any other third party in connection with any Product provided by FAC, except to the extent directly caused by FAC's gross negligence.
- l. Client shall not remove or obscure the copyright notice or other notices contained on materials accessed through the Products.

EXHIBIT E

As used herein, the term "Consumer Information" shall mean any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data.

"Dispose," "disposing," or "disposal" means: (1) the discarding or abandonment of consumer information, or (2) the sale, donation, or transfer of any medium, including computer equipment, upon which consumer information is stored.

PROPER DISPOSAL OF CONSUMER INFORMATION

- (a) Standard. Any person who maintains Consumer Information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal.
- (b) Examples. Reasonable measures to protect against unauthorized access to or use of Consumer Information in connection with its disposal include the following examples:
 - (1) Implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed.
 - (2) Implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed.
 - (3) After due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as consumer information, in a manner consistent with this rule.
 - (4) For persons who maintain consumer information through their provision of services directly to a person subject to this part, implementing and monitoring compliance with policies and procedures that protect against unauthorized or unintentional disposal of consumer information, and disposing of such information in accordance with examples (b)(1) and (2) of this section.

ACCESS SECURITY REQUIREMENTS

It is a requirement that all Clients take precautions to secure any system or device used to access consumer reports, credit risk scores, and other sensitive information (collectively, "Information Services") from First Advantage Credco, LLC ("FAC"). To that end, Client must comply with the following requirements:

1. Client's account number and password must be protected in such a way that this sensitive information is known only to Authorized Employees. Authorized Employees are employees of Client who have access to Information Services. Under no circumstances are unauthorized persons to have knowledge of your Client's password or account number. The information may not be posted in any manner within Client's facilities. Prior to providing an Authorized Employee with access to any Information Service, Client will provide the Authorized Employee with adequate training regarding these Access Security Requirements, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, and other applicable laws, and will require the Authorized Employee to agree to comply with all such requirements and laws (together, "Employee Requirements"). Client will not add any employee as an Authorized Employee unless the employee has received the required training and has agreed to comply with the Employee Requirements. FAC will protect Client's access by enforcing a limit of 5 consecutive invalid access attempts by a user during a 30 minute period.
2. Any system access software Client uses, whether developed by Client or purchased from a third party vendor, must have Client's account number and password "hidden" or embedded so that the password is known only to Authorized Employees. Password files must be encrypted (128-bit encryption or stronger). Each Authorized Employee of Client's system access software must then be assigned unique log-ons and passwords.
3. User IDs and passwords must be deactivated immediately upon an Authorized Employee's termination or change of job assignment. User identifiers and logon processes may not be transmitted in clear-text across internal or external networks. All users are required to change passwords whenever there is any indication of possible system or password compromise. Passwords cannot be changed for a minimum of 10 days. The minimum password age must be set to 10 days on all systems. Passwords must not be the same for 5 consecutive times.
4. Password management must conform to the following best practices:
 - o Minimum 8 characters in length
 - o Mix of alpha, numeric, and special characters
 - o Passwords must expire every 90 days
 - o No re-use of a password for 6 months
 - o No automatic scripting of passwords
5. Client's account number and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee of FAC.
6. The ability to obtain Information Services must be restricted to Authorized Employees.
7. Any terminal devices used to obtain Information Services must be placed in a secure location within Client's facility. Access to the devices must be difficult for unauthorized persons.
8. Any devices/systems used to obtain Information Services must be turned off and locked after normal business hours, when unattended by Authorized Employees.
9. Hard copies and electronic files of Information Services are to be secured within Client's facility and protected against release or disclosure to unauthorized persons.
10. Hard copies of Information Services are to be shredded or destroyed, rendered unreadable, when no longer needed and when it is permitted to do so by applicable law.
11. Electronic files containing Information Services must be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable law.
12. Software cannot be copied. Software is issued explicitly to Client solely to access Information Services.
13. Client employees will be forbidden to attempt to obtain Information Services on themselves, associates or any other persons, except in the exercise of their official duties.
14. Credit Reports will not be ordered for employment purposes unless approved in writing by FAC.
15. The only acceptable media for receiving and/or transmitting Information Services or any part thereof, are as follows:
 - o private networks;
 - o secure internet connections (if approved by FAC in writing);
 - o via traditional facsimile.
16. Information Services may not be received and/or transmitted through the following:
 - o via internet e-mail;
 - o via non-traditional facsimile (e.g., third party facsimile service providers).
17. 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 2 years, or both.
18. If unauthorized access to Information Services is discovered or suspected, Client shall immediately notify FAC and further undertake all remedial efforts within Client's power and control to cure such unauthorized access or use.

19. In the event Client intends to share with or otherwise disclose consumer reports or credit risk scores (together, "Credit Reports") to a third party (other than an Authorized Employee, the consumer to whom the report/scores relate, or as otherwise required by law), Client must (a) notify FAC's Compliance Department in writing prior to such sharing or disclosure.
20. If employees of Client will be accessing Information Services via laptop computers, such laptop computers must have (a) full disc encryption (meaning, the hard drive is fully encrypted with at least AES 256-bit encryption), and (b) pre-boot authentication to encryption software (meaning, before the laptop's operating system starts, the employee must authenticate himself/herself, as applicable, with a password or token before the operating system will start).

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

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

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. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 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 "prescreened" unsolicited offers of credit or insurance. The particular obligations of users of "prescreened" information are described in Section VII below.

o 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 the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

▪ Users Must Notify Consumers When Adverse Actions Are Taken

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

- Adverse Actions Based on Information Obtained From a CRA

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

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report,
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made,
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer 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.

- o 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 be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

o **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. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

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

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

E. Users Have Obligations When Notified of an Address Discrepancy

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

F. Users Have Obligations When Disposing of Records

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

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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

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

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

A. Employment Other Than in the Trucking Industry

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

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

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

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

o **Employment in the Trucking Industry**

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

▪ **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 by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 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 at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and 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. 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.

○ **SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

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

VI. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION

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

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d) This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA who meet certain pre-established 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.

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

○ **OBLIGATIONS OF RESELLERS**

▪ **Disclosure and Certification Requirements**

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

B. Reinvestigations by Resellers

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

C. Fraud Alerts and Resellers

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

IX. 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

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

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

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

INTERNET SECURITY REQUIREMENTS

These Internet Security Requirements ("Internet Security Requirements") are made with reference to the Agreement for Service between FAC and Client. Capitalized terms used, but not otherwise defined, herein are used with the meanings assigned to such terms in the Agreement for Service. Client agrees to comply with the following requirements in connection with ordering and receiving Information Services through the Internet:

1. General.

- a. FAC will provide Client subscriber codes, security digits, access codes, telephone access numbers and other proprietary information to enable Client to access the Information Services through the Internet (together, "FAC Access Information"). FAC reserves the right to change the FAC Access Information (or any item or items thereof) periodically and/or at any time, effective upon notice to Client.
- b. For purposes of these Internet Security Requirements, the information in the Information Services and the FAC Access Information are sometimes referred to, together, as "FAC Information."

2. Data Security.

- a. All FAC Information and consumer identifying information must be encrypted as it is delivered through the Internet. 128-bit SSL/TLS or higher strength encryption is required.
- b. All FAC Information must be protected when stored on servers, subject to at least the following requirements:
 - (i) Servers storing FAC Information must be separated by a firewall or other comparable method from publicly accessible web-servers;
 - (ii) FAC Information must not be on a server that can be accessed by TCP services directly from the Internet and must not be referenced in domain name services (DNS) tables;
 - (iii) All security access to these servers, both physical and network, must include authentication and, in the case of network security, passwords that are changed at least once every 90 days; and
 - (iv) All servers must be kept current with all operating system patches, as they become available.
- c. FAC Information may not be shared with, or accessed by any person other than an Authorized Employee (as defined in paragraph e. below). All transmission and/or storage of FAC Information is subject to all the terms and conditions contained in these Internet Security Requirements.
- d. When displaying any nonpublic information in HTML, no FAC Information can be stored on the presentation server(s). Client will use the presentation server(s) only to receive the HTTP services. All HTML shall be dynamically created or interpreted by the application server. The presentation server(s) shall only receive the data and process it back and forth to the application server. Data transmitted between Client's browser and the application server must not be cached, in any form, on the presentation server(s).
- e. Only Authorized Employees shall have computer network or terminal or any other access to any FAC Information. Authorized Employees are employees of Client who have a need to access FAC Information in order to carry out their official duties with Client for the purposes specified in the Agreement for Service. Prior to providing an Authorized Employee with access to any FAC Information, Client will provide the Authorized Employee with adequate training regarding the Internet Security Requirements and the Fair Credit Reporting Act ("FCRA") and other applicable laws, and will require the Authorized Employee to agree to comply with all such requirements and laws (together, "Employee Requirements"). Without limiting the generality of the foregoing, Client will inform all Authorized Employees **that unauthorized access to information in Credit Reports may subject them to civil and criminal liability under the FCRA and other applicable laws, punishable by fines, imprisonment, or both.** Client will not add any employee as an Authorized Employee unless the employee has received the required training and has agreed to comply with the Employee Requirements.
- f. Client shall implement adequate security measures in order to prevent use or access of FAC Information by persons other than Authorized Employees, including, without limitation, the following: (i) assigning each Authorized Employee a unique Internet identification and password (together, "Operator Passwords"), (ii) changing the Operator Passwords at least once every ninety (90) days or sooner if a specific Authorized Employee is no longer responsible for accessing FAC Information or Client has learned or suspects that there has been unauthorized access to an Operator Password, (iii) limiting knowledge of the FAC Access Information and Operator Passwords to Authorized Employees and strictly prohibiting the sharing, disclosure, or public display of any such information, (iv) using all security features in the software and hardware used to access FAC Information, (v) not transferring any hardware or software between locations without deletion of all FAC Access Information and Operator Passwords, and (vi) if unauthorized access to FAC Access Information is discovered or suspected, immediately notifying FAC and further undertaking all remedial efforts within its power and control to cure such unauthorized access or use.

3. Network Topology.

- a. Client's Internet connection must be protected with dedicated, industry-recognized firewalls that are configured and managed to adhere to industry best practices.
- b. FAC Information may be held only on a secure application server that can be accessed only by a secure presentation server, through one of the following methods:
 - (i) Dual or multiple firewall protection (**preferred**): This method consists of a firewall between the Internet and the presentation server(s) and another firewall between the presentation server(s) and the application server holding the FAC Information. The network firewall should ensure that only the presentation server(s) is/are allowed to access the application server holding the FAC Information.
 - (ii) Single firewall method (**acceptable**): When a dual firewall method is not feasible, a single firewall will provide acceptable levels of protection. The firewall should be installed between the Internet and the presentation server(s). Multiple interfaces to the separate presentation server (s) and the application server holding the FAC Information are required. The firewall should be configured to allow only the presentation server(s) access to the application server holding FAC Information.
- c. All administrative access to the firewalls and servers should be through a secure internal network. Remote access must be configured so that the administrator dials into a LAN, is authenticated and verified, and then is granted access to the firewalls and servers from inside the network. No direct modem access should be available to the firewalls or servers.
- d. No internal Internet Protocol (IP) addresses should be publicly available or natively routed to the Internet.
- e. The network should not provide any access to any firewall or servers without proper strong authentication or through the firewalls.
- f. Any exceptions or alerts must be logged and reviewed by Client and maintained for at least one (1) year for review by FAC.

g. User identifiers and logon processes may not be transmitted in clear-text across internal or external network.

4. Client Authentication.

- a. FAC will not provide any FAC Information to Client unless FAC is able to authenticate Client through a strong authentication methodology.
- b. Client will log each access of Information Services and the identity of the specific Authorized Employee that made the access, and shall maintain such information for at least one (1) year for review by FAC.

5. Client Verification.

- a. Once Client has been authenticated as describe above, FAC will verify the identity of Client through authentication and verification procedures that provide an acceptable level of security for access to Information Services.
- b. At the present time, FAC requires verification through issuance by FAC, and use by Client, of a Client User ID and password. The initial password will be issued by FAC and not created by Client. Passwords will have a minimum of eight (8) characters in an alphanumeric combination and will be changed at least once every ninety (90). Passwords and User IDs will be encrypted with 128-bit encryption. All users are required to change passwords whenever there is any indication of possible system or password compromise. Passwords cannot be changed for a minimum of ten (10) days. The minimum password age must be set to 10 days on all systems.
- c. The User IDs and passwords must be stored on a server protected by the security measures applicable to the FAC Information.
- d. Client must ensure that all IDs of Authorized Employees who are no longer authorized to obtain FAC Information are disabled or revoked immediately.
- e. Client must have procedures in place that create appropriate audit trails for all transactions.
- f. FAC will protect Client access by timing out Client after a period of inactivity not to exceed thirty (30) minutes. FAC will also protect Client access by enforcing a limit of 5 consecutive invalid access attempts by a user during a 30 minute period. Passwords must not be the same for 5 consecutive times. The minimum password history must be set to 5 on all systems.

6. Change of Requirements.

FAC may, from time to time, change any of the requirements herein (including by imposing new requirements or procedures or modifying existing ones) by giving Client written notice of the change. Client will conform its systems, applications, processes, and procedures to comply with the change not later than the effective date specified by FAC in the notice, or if none is specified, thirty (30) days after receipt of the notice.

7. Prohibition of Oral Modification of Requirements.

No oral modification of these requirements will be permitted, and FAC must approve in writing any variance by Client.

8. Client Responsibility.

Compliance by Client with these requirements shall not relieve Client from the obligation to observe any other or further contractual, legal or regulatory requirements, nor shall FAC's review or approval of any of Client's systems, applications, processes, or procedures constitute or be deemed to constitute the assumption by FAC of any responsibility or liability for compliance by Client with any of the same. Client shall remain solely responsible for the security of its systems and the security of all FAC Information received by it from FAC and for any breach of that security. FAC retains the right, in its sole discretion, to withhold approval of Internet access to Information Services for any reason. FAC may suspend or terminate access to the FAC Information at any time if FAC has reason to believe that Client has violated any of these Internet Security Requirements or any contractual, legal, or regulatory requirements, rules or terms. **Client reaffirms that it will not transmit any Information Services (or information therein) through the Internet without express written permission of FAC.**