



TO: Birchwood Credit Services, Inc.
Fax: 800-785-0017

From:

Company Name	
Contact Name	
Phone Number	
Fax Number	
Contact for Physical Inspection	
Physical Inspection Contact Phone	

We require the following documentation to complete the application process. Questions? Please call us at 1-800-910-0015 or email info@birchwoodcreditservices.com.

Checklist for Required Documents:

Executed Service Application and Agreements

Signed Credit Scoring Agreement

Signed/Completed 2-Way Agency Agreement

Copy of applicable license

Copy of business lease or proof of ownership

Copy of voided business banking check or business bank statement in business name at its principal place of business

Copy of Primary’s driver’s license and credit verification form (required for sole proprietorship, partnership, or if in business for less than a year)

Two of the following items are also required for those businesses opened for 1 year or less:

Copy of utility or phone bill in the business name for service at the principal place of business

Copy of lease, or proof of property ownership by business, of the principal place of business

Copy of business bank statement addressed to the applicant at its principal place of business

Proof of commercial insurance

PO BOX 7403, Fort Lauderdale, FL 33338
T: 800-910-0015 F: 800-785-0017

CUSTOMER PROFILE					
Company Name			DBA		
Address		City		State	Zip
Business Phone			Fax		
Billing Address		City		State	Zip
Billing Phone		Billing Email			
Company Web Address			Time in Business	Yrs.	Mos.
Office Location	Commercial	Residential	Time at Location	Yrs.	Mos.
MAIN CONTACT INFORMATION					
Name			Title		
Phone			Email		
DATA SECURITY AND COMPLIANCE CONTACT INFORMATION					
1. Name		Title			
Phone		Email			
2. Name		Title			
Phone		Email			
BUSINESS REFERENCE					
Reference Company Name			Account Number		
Address		City		State	Zip
Contact Name			Title		
Phone		Ext		Fax	



TYPE OF BUSINESS <i>Please attach a copy of your business license including DBA or Proof of Affiliation, as applicable.</i>		
Corporation _____ State _____ Date of Incorporation _____	Partnership _____ Sole Proprietor _____ Business License No. _____ State _____ Date of Incorporation _____	Bank _____ FDIC Number _____ Credit Union _____ Charter Number _____ Exp. _____
LLC _____ State _____ Date of Incorporation _____	State _____ Date of Incorporation _____	
Tax Exempt	Business Tax ID	Other
Nature of Business		
Intended Use of Credit Reports		
Scope of Business	Local	Regional National
Anticipated Monthly Volume		
Does the company currently resell or intend to resell information from the consumer credit report?	Yes	No
Is your company in the business of credit repair?	Yes	No

I certify that the information contained in this application is correct to the best of my knowledge and this application is submitted on the basis of a legitimate permissible purpose for credit report as set forth in FCRA.

Birchwood shall conduct an investigation of the business applying for membership. If Birchwood accepts the application for membership, continued membership is subject to compliance with the provisions and requirements of the FCRA. Approval of membership is subject to the discretion of Birchwood. Membership may be terminated without notice for any reason, including but not limited to the failure of the Customer to comply with the FCRA.

Company Name

Type of Print Name of Owner or Officer

Title

Authorized Signature

Date

*Birchwood reserves the right to place a credit limit on the account based on the findings during the verification of business references. Birchwood charges a bureau compliance fee on all new accounts. Birchwood may require a personal credit report for any businesses open for less than a year.

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SERVICE AGREEMENT

This agreement is made and entered into between Birchwood Credit Services, Inc. (hereinafter “BCS”) and _____ (hereinafter the “Customer” as qualified subscriber), its affiliates, divisions, individual branches, and net branches. Customer is stating that the nature of their business is _____ (i.e., mortgage banking, mortgage brokering, banking, leasing company, etc.). Customer petitions BCS for the use of its services as outlined below.

Upon request by Customer, BCS will provide Customer with credit reporting services through Equifax Information Services, LLC, Experian Information Solutions, Inc., and TransUnion, LLC (consumer reporting vendors). BCS will perform the services in response to written, electronic, or digital requests.

1. Permissible Purposes

- 1.1 Customer agrees to order consumer reports only in connection with the permissible purposes checked and for no other purpose:

In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or

In accordance with the written instructions of the consumer; or

For a legitimate business need in connection with a business transaction that is initiated by the consumer, including, but not limited to, tenant screening.

As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.

- 1.2 Customer agrees that all information received from BCS will be held in the strictest confidence and will be for the Customer’s exclusive use. Customer agrees to assure that such information is not misused by any of Customer’s employees, agents, or brokers.
- 1.3 Customer agrees to maintain copies of all written authorizations for a minimum of (5) five years from the date of the inquiry.
- 1.4 Customer hereby acknowledges that it is not one of the businesses listed in Exhibit A attached hereto.

THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

2. Payment Terms

- 2.1 Customer will pay BCS a fee equal to BCS' standard charge as published by BCS from time to time in effect during this Agreement for every request for a consumer report.
- 2.2 BCS reserves the right to change its standard charges at any time during the Agreement by giving Customer twenty (20) days written notice.
- 2.3 In the event that BCS' cost of rendering services increases as a result of federal, state, or local laws, ordinances, or other regulatory, administrative, or governmental acts, or as a result of actions by BCS' consumer reporting vendors, then BCS may implement a surcharge subject to the following: (a) any surcharge will be applicable generally to BCS' customers; (b) BCS will provide sixty (60) days prior written notice to Customer prior to implementing any new surcharge if possible; and, (c) any surcharge will be applied only to services pertaining to consumers in the geographic area affected by the new costs.
- 2.4 Any three bureau infile will be credited toward the cost of a Residential Mortgage Credit Report (RMCR) provided the RMCR is ordered within thirty (30) days of the infile order date.
- 2.5 BCS will issue monthly invoices reflecting the fees due for services performed in the prior month. Payment is due at the end of the month in which the invoice is received and Customer agrees to pay accordingly. Accounts 30 days past due shall accrue interest at the rate of 1.75% per month. Any account becoming 30 days delinquent shall, at BCS' discretion, be placed on hold resulting in the discontinuance of work in progress. Any account becoming 60 days delinquent shall be placed in collection status. Customer agrees to pay a collection fee of \$500, or 25% of the balance, whichever is greater.
- 2.6 Furthermore, BCS may terminate this Agreement immediately should the account become delinquent in the payment of monthly charges. Customer agrees to pay all reasonable attorney and/or collection fees on BCS' behalf, or the amounts stated in paragraph 2.5, whichever is greater. Customer also agrees to assume financial responsibility and guarantee payment from any net branch in the event the net branch defaults on payment.
- 2.7 Customer paying via credit card will be subject to a 3.5% credit card convenience fee.

3. Warranty, Indemnifications and Limitations

- 3.1 BCS represents and warrants that the services will be provided in a professional and workmanlike manner consistent with industry standards. HOWEVER, BCS AND CONSUMER REPORTING VENDORS DO NOT GUARANTEE THE SERVICES OR THE ACCURACY OF ANY INFORMATION IN CONSUMER REPORTS. BCS AND CONSUMER REPORTING VENDORS DO NOT WARRANT THE SERVICES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. THE WARRANTY SET FORTH IN THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE OR WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 3.2 Customer agrees to indemnify and hold BCS and consumer reporting vendors harmless from and against any and all liabilities, claims, losses, demands, actions, causes of action, damages, expenses (including, without limitation, attorney's fees and costs of litigation), or liability, arising from or in any manner related to any allegation, claim, demand or suit, whether or not meritorious, brought or asserted by any third party arising out of or resulting from any actual or alleged negligence or intentional misconduct of BCS or consumer reporting vendors, including the failure of BCS to insure the reliable and accurate delivery of consumer reporting vendors' credit information, misuse or improper access to consumer reporting vendors' credit information, or the failure of BCS or consumer reporting vendors or Customer to comply with applicable laws or regulations.
- 3.3. IN NO EVENT SHALL BCS OR CREDIT REPORTING VENDORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY CUSTOMER AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
4. IN ADDITION, BCS AND CREDIT REPORTING VENDORS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.
5. General Terms
- 5.1. Complete Agreement: This agreement and the Exhibits attached hereto, and documents referred to herein set forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, arrangements, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto.
- 5.2. Term of Agreement: This Agreement shall begin on the date hereof and shall continue in full force and effect until either party cancels by notifying the other. BCS may terminate this Agreement at any time with or without notice for any reason, including, but not limited to, the failure to pay fees when due or failure of Customer to comply with the FCRA. The obligations to pay outstanding invoices will remain in effect.
- 5.3. Governing Law: This Agreement will be governed by and constructed in accordance with the internal substantive laws of the State of New Hampshire.

- 5.4. Policies: Customer hereby agrees to comply with all policies and procedures instituted by BCS and required by BCS' consumer reporting vendors. BCS will give Customer as much notice as possible prior to the effective date of any such new policies but does not guarantee that reasonable notice will be possible. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance as not within its best interest.
- Customer agrees to implement and maintain a comprehensive security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to the Customer's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to the Customer by BCS; and that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) insure the security and confidentiality of the information provided by BCS, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.
- 5.5. Audits: Customer agrees that BCS and consumer reporting vendors shall have the right to audit records of Customer that are relevant to the provision of services set forth in this Agreement. Customer agrees, as requested, to promptly furnish by telephone or in writing to BCS all required information covering transactions by the customer and its consumers. BCS will monitor Customer's permissible uses of the information. Customer further agrees that it will respond within the requested time frame indicated for information requested by BCS' consumer reporting vendor regarding information provided by such vendor. Customer understands that such vendor may suspend or terminate access to the vendor's information in the event Customer does not cooperate with any such investigation.
- 5.6. Compliance with Laws: During the term of this Agreement, Customer agrees to comply with all federal, state and local statutes, regulations and rules applicable to it, including, without limitation, the FCRA and any state or local laws governing consumer credit information.
- 5.7. Training: BCS will provide to the Customer, and the Customer will utilize, training and training materials in order for Customer to comply with the FCRA and with the policies and procedures required by BCS' consumer reporting vendors.
- 5.8. Secondary Use:
- 5.8.1 If approved by BCS and BCS' consumer reporting vendor and authorized by the consumer, Customer may deliver the consumer credit information to a third party, secondary, or joint user with which Customer has an ongoing business relationship for the permissible use of such information. BCS' consumer reporting vendor may charge a fee for the subsequent delivery to secondary users.
- 5.8.2 Customer agrees that BCS may verify, through audit or otherwise, that Customer is in fact the end user of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or



entity. BCS may utilize a third party vendor to perform an on-site inspection of Customer's business.

5.9. Assignment: Neither this Agreement, nor any rights or obligations under it may be assigned by Customer without the written consent of BCS, which consent shall not be unreasonably withheld. Any attempt that is contrary to the terms of this section to assign this Agreement or to delegate or otherwise transfer in any manner any rights or obligations arising under it will be void. In the event of an approved assignment, BCS may require the new ownership to re-apply for the services provided for herein.

Relocation: In the event Customer relocates, they must notify BCS within 60 days of the relocation, at which time a new physical inspection at the new location will be required.

- 5.10 Customer hereby authorizes BCS to provide copies of any information regarding Customer to BCS' consumer reporting vendor.
- 5.11 Customer agrees to comply with Vermont law when requesting a consumer report on a Vermont resident and to obtain the consumer's consent before requesting a consumer report to the extent and in the manner required by Vermont law.
- 5.12 Customer certifies that it is not a retailer who uses consumer reports in connection with in-person credit applications, subject to the California Consumer Credit Reporting Agencies Act.
- 5.13 Customer agrees to comply with the policies and procedures of the consumer reporting vendors which are attached as Documents B:
 - CFPB Notice to Users of consumer reports
 - Exhibit 1-B Vermont Fair Credit Reporting Statute
 - Addendum A-1 Qualified Subscriber Terms and Conditions
 - Addendum A-2 Additional Equifax Information Services
 - Addendum B Experian Requirements
 - Addendum C-1 TransUnion Requirements
 - Addendum C-2 TransUnion Requirements regarding Credit Scoring Requirements

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS READ AND AGREES TO COMPLY WITH ALL SECTIONS SET FORTH IN THIS AGREEMENT.

Agreed to this _____ day of _____, 20_____.

Company Name

(Signature of Principal for Above)

(Printed Name & Title for Above)

Date

Address of Above

Main Corporate Telephone

Fax

Experian Security Requirements

The security requirements included in this document represent the minimum security requirements acceptable to Experian and are intended to ensure that a Third Party (i.e., Supplier, Reseller, Service Provider or any other organization engaging with Experian) has appropriate controls in place to protect information and systems, including any information that it receives, processes, transfers, transmits, stores, delivers, and / or otherwise accesses on behalf of Experian.

DEFINITIONS

"Experian Information" means Experian highly sensitive information including, by way of example and not limitation, data, databases, application software, software documentation, supporting process documents, operation process and procedures documentation, test plans, test cases, test scenarios, cyber incident reports, consumer information, financial records, employee records, and information about potential acquisitions, and such other information that is similar in nature or as mutually agreed in writing, the disclosure, alteration or destruction of which would cause serious damage to Experian's reputation, valuation, and / or provide a competitive disadvantage to Experian.

"Resource" means all Third-Party devices, including but not limited to laptops, PCs, routers, servers, and other computer systems that store, process, transfer, transmit, deliver, or otherwise access the Experian Information.

1. Information Security Policies and Governance

Third Party shall have Information Security policies and procedures in place that are consistent with the practices described in an industry standard, such as ISO 27002 and / or this Security Requirements document, which is aligned to Experian's Information Security policy.

2. Vulnerability Management

Firewalls, routers, servers, PCs, and all other resources managed by Third Party (including physical, on-premise or cloud hosted infrastructure) will be kept current with appropriate security specific system patches. Third Party will perform regular penetration tests to further assess the security of systems and resources. Third Party will use end-point computer malware detection / scanning services and procedures.

3. Logging and Monitoring

Logging mechanisms will be in place sufficient to identify security incidents, establish individual accountability, and reconstruct events. Audit logs will be retained in a protected state (i.e., encrypted, or locked) with a process for periodic review.

4. Network Security

Third Party will use security measures, including anti-virus software, to protect communications systems and networks device to reduce the risk of infiltration, hacking, access penetration by, or exposure to, an unauthorized third-party.

5. Data Security

Third Party will use security measures, including encryption, to protect Experian provided data in storage and in transit to reduce the risk of exposure to unauthorized parties.

6. Remote Access Connection Authorization

All remote access connections to Third Party internal networks and / or computer systems will require authorization with access control at the point of entry using multi-factor authentication. Such access will use secure channels, such as a Virtual Private Network (VPN).

7. Incident Response

Processes and procedures will be established for responding to security violations and unusual or suspicious events and incidents. Third Party will report actual or suspected security violations or incidents that may affect Experian to Experian within twenty-four (24) hours of Third Party’s confirmation of such violation or incident.

8. Identification, Authentication and Authorization

Each user of any Resource will have a uniquely assigned user ID to enable individual authentication and accountability. Access to privileged accounts will be restricted to those people who administer the Resource and individual accountability will be maintained. All default passwords (such as those from hardware or software vendors) will be changed immediately upon receipt.

9. User Passwords and Accounts

All passwords will remain confidential and use ‘strong’ passwords that expire after a maximum of 90 calendar days. Accounts will automatically lockout after five (5) consecutive failed login attempts.

10. Training and Awareness

Third Party shall require all Third Party personnel to participate in information security training and awareness sessions at least annually and establish proof of learning for all personnel.

11. Experian’s Right to Audit

Third Party shall be subject to remote and / or onsite assessments of its information security controls and compliance with these Security Requirements.

12. Bulk Email Communications into Experian

Third party will not “bulk email” communications to multiple Experian employees without the prior written approval of Experian. Third party shall seek authorization via their Experian Relationship Owner in advance of any such campaign.

Signed:

Printed Name:

Title:

Date:



Death Master File

In the event Customer orders information obtained from the Death Master File issued by the Social Security Administration, Customer certifies the following:

End User certifies that it meets the qualifications of a Certified Person under 15 CFR Part 1110.2 and that its access to the DMF is appropriate because:

- a. Certified Person: End User has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty, and shall specify the basis for so certifying; and
- b. Security: End User has systems, facilities, and procedures in place to safeguard the accessed information; experience in maintaining the confidentiality, security, and appropriate use of the accessed information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to End User; and
- c. End User shall not disclose information derived from the DMF to the consumer or any third party, unless clearly required by law.
- d. Penalties: End User acknowledges that failure to comply with the provisions above may subject Reseller to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.
- e. Indemnification and Hold Harmless: End User shall indemnify and hold harmless the credit reporting vendors and the U.S. Government/NTIS from all claims, demands, damages, expenses, and losses, whether sounding in tort, contract or otherwise, arising from or in connection with End User's, or End User's employees, contractors, or subcontractors, use of the DMF. This provision shall survive termination of the Agreement and will include any and all claims or liabilities arising from intellectual property rights
- f. Liability:
 - 1) Neither credit reporting vendors nor the U.S. Government/NTIS (a) make any warranty, expressor implied, with respect to information provided under this Section of the Policy, including, but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume any liability for any direct, indirect or consequential damages flowing from any use of any part of the DMF, including infringement of third party intellectual property rights; and (c) assume any liability for any errors or omissions in the DMF. The DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, does not guarantee the accuracy of the DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on the DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the DMF.
 - 2) If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the DMF), the individual should be told to contact to their local Social Security office (with proof) to have the error corrected. The local Social Security office will:
 - i. Make the correction to the main NUMIDENT file at i. SSA and give the individual a verification document of SSA's current records to use to show any company, recipient/purchaser of the DMF that has the error; OR,
 - ii. Find that SSA already has the correct information ii. on the main NUMIDENT file and DMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company subscriber/ purchaser of the DMF that had the error.

Signed:

Date:

Printed Name:

Title:



CREDIT SCORING AGREEMENT

_____, (“End User”) warrants that it has an Agreement for service and an account in good standing with Birchwood Credit Services, Inc. (“Birchwood”) for permissible purpose under the Fair Credit Reporting Act to obtain the information in a Fair Isaac Credit Repository Score(s) (Empirica, FICO, Beacon) and their reason codes. End User certifies that all scores and reason codes whether oral or written, shall be maintained by the applicant in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purpose for which the report is requested.

End User Use Limitations: By providing the Experian/Fair Isaac Model to End User pursuant to this Agreement, Experian/Fair Isaac grants to End User a limited license to use information contained in reports generated by the Experian/Fair Isaac Model solely in its own business with no right to sublicense or otherwise sell or distribute said information to third parties.

Proprietary Designations: Neither party will use, or permit their respective employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other proprietary designations of the other party, the other party’s affiliates or any third party involved in the provision of the Experian/Fair Isaac Model, whether registered or unregistered, without such party’s prior written consent.

Compliance with Law: In performing this Agreement and in using information provided hereunder, both parties will comply with all Federal, state, and local statutes, regulations, and rules applicable to consumer credit information and nondiscrimination in the extension of credit from time to time in effect during the Term.

Confidentiality: Each party will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered hereunder. Both parties will take reasonable precautions to assure that such information will be held in strict confidence and disclosed only to those of their respective employees whose duties reasonably relate to the legitimate business purposes for which the information is requested or used and to no other person. Without limiting the generality of the foregoing each party will take suitable precautions to prevent loss, compromise, or misuse of any tapes or other media containing consumer credit information while in the possession of either party and while in transport between the parties.

Initials: _____



Proprietary Criteria: Under no circumstances will End User attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian/Fair Isaac in performing the Experian/Fair Isaac Model.

Consumer Disclosure: Notwithstanding any contrary provision of this Agreement, End User may disclose the scores provided to End User under this Agreement to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only.

Limitation of Liability: NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER OR TO ANY END USER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OR EXPERIAN/FAIR ISAAC TO END USER EXCEED THE FEES PAID BY END USER DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF END USER’S CLAIM.

Warranty: Experian/Fair Isaac warrant that the Experian/Fair Isaac Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Experian/Fair Isaac Model is applied, is similar to the population sample on which the Experian/Fair Isaac Model was developed, the Experian/Fair Isaac Model score may be relied upon by End User to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to End User. Experian/Fair Isaac further warrants that so long as it provides the Experian/Fair Isaac Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 et seq. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN/FAIR ISAAC HAVE GIVEN END USER WITH RESPECT TO THE EXPERIAN/FAIR ISAAC MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, EXPERIAN/FAIR ISAAC MIGHT HAVE GIVEN SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Subscriber’s rights under the foregoing warranty are expressly conditioned upon End User’s periodic revalidation of the Experian/Fair Isaac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 et seq.).

Signed:

Printed Name:

Title:

Date:

Exhibit A
Businesses That Cannot Be Provided Information

- Foreign company or agency of a foreign government
- Adult entertainment service of any kind
- Business that operates out of an apartment or unrestricted location within a residence (unless approved by repository)
- Attorneys or Law Offices of any type
- Bail bondsman
- Check cashing
- Credit counseling
- Credit repair clinic or any type of company involved in credit repair activity
- Dating service
- Financial counseling
- Genealogical or heir research firm
- Massage services
- Company that locates missing children
- Pawn shop
- Private detectives, detective agencies or investigative companies
- Individual seeking information for their private use
- Company that handles third party repossession
- Company or individual involved in spiritual counseling
- Subscriptions (magazines, book clubs, record clubs, etc.)
- Tattoo service
- Insurance Claims
- Internet Locator Services
- Asset Location Services
- Future Services (i.e., health clubs, timeshare, continuity clubs, etc.)
- News Agencies or journalists
- Law Enforcement (except for employment screening)
- Any company or individual who is known to have been involved in credit fraud or other unethical business practices
- Companies listed on repository alert report notification
- Diet Centers
- Adoption Search Firms
- Non-Governmental agencies or businesses associated with the collection of child support.
- Condominium/Homeowners Associations
- Any person or entity which Reseller knows or suspects may be engaged in fraudulent or illegal activity, such as identity theft, harassment or stalking
- Companies that offer debt relief products or services
- Companies that offer mortgage assistance relief products or services
- Judgment recovery entities (other than bona fide third party collection agencies)
- Weapons dealer, seller or distributor
- Other Reseller



CREDIT REPORT AUTHORIZATION FORM

I HEREBY AUTHORIZE BIRCHWOOD CREDIT SERVICES, INC. TO OBTAIN A COPY OF MY PERSONAL CONSUMER REPORT FROM A CONSUMER REPORTING AGENCY IN CONNECTION WITH THE APPLICATION FOR CREDIT REPORTING SERVICES (for sole proprietorship or partnership).

I ALSO AUTHORIZE BIRCHWOOD CREDIT SERVICES, INC. TO OBTAIN BUSINESS AND BANKING RECORDS PERTAINING TO MY COMPANY FROM THIRD PARTIES THAT MAY BE IN POSSESSION OF THEM, AND THIS FORM SHALL SERVE AS THAT AUTHORIZATION.

The information obtained by Birchwood Credit Services, Inc. is only to be used in the processing of the membership application of my organization. It is understood that a copy of this form will serve as authorization. This authorization expires 120 days from the date indicated below.

The information will be used by Birchwood to determine whether my organization qualifies as a prospective member under its program. The information will not be disclosed to any third parties by Birchwood except as required and permitted by law.

Printed Name

Title

Signature

Date

PO BOX 7403, Fort Lauderdale, FL 33338
T: 800-910-0015 F: 800-785-0017

2-WAY AGENCY AGREEMENT FORM C PART 2 (TECHNICAL PROVIDER OF MULTIPLE END USERS)

This Agency Addendum (the "**Addendum**") is made and entered into as of _____ (the "**Effective Date**") by Birchwood Credit Services, Inc. ("**Reseller**") and _____ ("**End User**") and amends and supplements the End User Agreement dated _____ (the "End User Agreement").

1. **Agency.** End User has entered into various agreements with various technical providers, a description of each such Technical Provider agreement is provided at Exhibit 1 (each a "**Technical Provider**"), pursuant to which Technical Providers will act as End User's agent, and from time to time and on behalf of End User, will use credit information and credit scores [some of which are proprietary to Fair Isaac Corporation ("**Fair Isaac**") and some of which are proprietary to Experian Information Solutions, Inc. and its affiliates (collectively, "**Experian**")] received directly or indirectly from Reseller pursuant to the End User Agreement solely to assist End User with certain credit information processing (all such credit information and scores are collectively referred to herein as "**Information**"). End User acknowledges and agrees that Technical Providers are acting as End User's agent to assist End User with certain credit information processing. Technical Providers will be entitled to receive all of the Information that End User would be entitled to receive under the terms of the End User Agreement for the sole purpose stated herein, and Technical Providers shall not access, use, or store the Information for any other purpose. Technical Providers shall: (i) only act in accordance with End User's direction, control, and instructions when accessing, using, and/or storing the Information; and (ii) discharge its duties hereunder with care and due diligence. End User acknowledges and agrees that Reseller is entering into this Addendum at the request of and as an accommodation to End User.

2. **Payment of Fees.** Reseller will invoice End User for Reseller's fees (the "**Reseller's Fees**") for performing the services set forth in the End User Agreement. End User agrees to pay the Reseller's Fees in accordance with the terms of the End User Agreement.

3. **Compliance with Applicable Terms and Conditions.** End User agrees to inform Technical Providers of all terms and conditions of the End User Agreement (including this Addendum) applicable to Technical Provider's access to, use of, or storage of the Information on behalf of End User, including but not limited to the use, confidentiality, and intellectual property provisions thereof. End User will ensure that Technical Providers abide by the terms and conditions of the End User Agreement (including this Addendum)

4. **Scores.** Without limiting the foregoing, End User acknowledges that the credit scores and related score output contained in the Information (the "**Scores**") are proprietary to Fair Isaac and/or Experian, and End User agrees that Technical Provider will not provide the Scores to any party other than End User without prior written consent from both Experian and Fair Isaac (with respect to Fair Isaac's proprietary Scores) or Experian (with respect to Experian's Scores), except as expressly instructed by End User and as permitted under the terms of the End User Agreement, or use the Scores for any purpose other than to provide the credit information processing functions required by End User. End User agrees that Technical Providers will not (i) use the Scores for model development, model

validation (as defined below), reverse engineering, or model calibration or (ii) resell the Scores or use the Scores to maintain or populate a prospect database. For purposes of the foregoing, “**Validation**” shall mean the process wherein Scores are calculated to demonstrate a Score's ability to rank-order the outcome (such as a payment default or bankruptcy) among a group of customers, prospects or applicants, including score distribution and account performance measures (including delinquency, charge-off, bankruptcy, and revenue). End User acknowledges and agrees that Fair Isaac and Experian are third party beneficiaries of the provisions of this Section 4, with right of enforcement.

5. Gramm-Leach-Bliley Act. End User agrees that any Technical Provider used thereby shall be required to maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to Technical Provider's size and complexity, the nature and scope of its activities, and the sensitivity of the Information provided to it hereunder. Such safeguards shall include the elements set forth in 12 C.F.R. § 1016.4 and shall be reasonably designed to: (i) insure the security and confidentiality of the Information provided by Reseller; (ii) protect against any anticipated threats or hazards to the security or integrity of such Information; and (iii) protect against unauthorized access to or use of such Information that could result in substantial harm or inconvenience to any consumer. End User further agrees that any Technical Provider used thereby shall be required to provide its security program to Reseller upon request and shall adopt any safeguard that Reseller may reasonably request; and, that such Technical Provider shall at a minimum be required to comply with Reseller's standard access security requirements.

6. Security Certification. End User agrees that any Technical Provider used thereby shall be required to comply with all requirements set forth in the Reseller Security Certification Policy (Attachment 2 to Experian's General Reseller Policy and Procedures).

7. Audit and Termination Rights. End User agrees that any Technical Provider used thereby shall be required to: (a) report any change of location, control, or ownership to Reseller. End User agrees that any Technical Provider used thereby shall be required to provide End User and Reseller the right to audit Technical Provider to assure compliance with the terms of the End User Agreement (including this Addendum); and (b) provide full cooperation in connection with such audits and access to such properties, records, and personnel as End User or Reseller may reasonably require for such purpose. Reseller may terminate this Addendum by providing thirty (30) days advance written notice to End User; provided that Reseller may unilaterally terminate this Addendum immediately, or take any lesser action Reseller believes is appropriate, including but not limited to blocking End User's Technical Provider's access to Reseller services, if Reseller believes in its sole judgment, that such Technical Provider has failed to comply with any of its obligations hereunder.

8. Identification of Third Party Technical Providers. Attached hereto as Exhibit 1, End User has identified all third party Technical Providers that have access to credit data provided by Experian as of the date hereof. Such listing includes but is not limited to those technical providers involved in loan origination, application, loan processing, closings, or any other service which involves the transmission, processing, outsourcing, or any other use of credit data provided by Experian.

9. Additionally, End User agrees to update Exhibit 1 and provide such updates to Reseller within five (5) business days of contracting with any such third party technical provider.

10. **Obligations.** END USER SHALL TAKE FULL RESPONSIBILITY AND ASSUMES ALL LIABILITY FOR ANY AND ALL OF TECHNICAL PROVIDER'S ACTS OR OMISSIONS WITH RESPECT TO THE INFORMATION.

IN WITNESS WHEREOF, each of Reseller and End User signs and delivers this Addendum as of the Effective Date.

Reseller	End User
<p>By: <u>Debra M Crowther</u> Signature (Duly Authorized Representative Only)</p> <p>Name: _____ (Print)</p> <p>Title: _____</p> <p>Address for Notice:</p>	<p>_____ Print or Type Legal Name of End User</p> <p>By: _____ Signature (Duly Authorized Representative Only)</p> <p>Name: _____ (Print)</p> <p>Title: _____</p> <p>Address for Notice:</p>

Exhibit 1

Third Party Technical Provider
(including contact information and
entity type)

Description of Services Provided

Agreement Date



All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

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

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

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

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

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

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

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

B. Users Must Provide Certifications

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



C. Users Must Notify Consumers When Adverse Actions Are Taken

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

1. Adverse Actions Based on Information Obtained From a CRA

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

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

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

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

3. Adverse Actions Based on Information Obtained From Affiliates

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

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

When a consumer has placed a fraud alert, including one relating to identify 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 the consumer’s file. When this occurs, users must comply with regulations specifying the



procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators.

The Consumer Financial Protection Bureau regulations will be available at www.consumerfinance.gov/learnmore/.

F. Users Have Obligations When Disposing of Records

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

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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

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

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

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

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

B. Employment in the Trucking Industry

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

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

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

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

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

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a 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(1), 604(c), 604(e), and 614(d). This practice is known as “prescreening” and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.



- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

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

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

B. Reinvestigations by Resellers

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

C. Fraud Alerts and Resellers

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

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.



Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:

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

Exhibit 1-B

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

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order;

or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 2021 *****
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

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

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

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



ADDENDUM A-1

Qualified Subscriber Terms and Conditions

Equifax Information Services LLC (“Equifax”)

Equifax Information Services (as defined below) will be received by Qualified Subscriber through CRA subject to the following conditions (the “Terms and Conditions”):

1. Any information services and data originating from Equifax (the “Equifax Information Services” or “Equifax Information”) will be requested only for Subscriber’s exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted under the last sentence of this Paragraph. Only designated representatives of Qualified Subscriber will request Equifax Information Services on Qualified Subscriber’s employees, and employees are forbidden to obtain consumer reports on themselves, associates or any other persons except in the exercise of their official duties. Qualified Subscriber will not disclose Equifax Information to the subject of the report except as permitted or required by law, but will refer the subject to Equifax.
2. Qualified Subscriber will hold Equifax and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of Equifax Information by Qualified Subscriber, its employees or agents contrary to the conditions of Paragraph 1 or applicable law.
3. Recognizing that information for the Equifax Information Services is secured by and through fallible human sources and that, for the fee charged, Equifax cannot be an insurer of the accuracy of the Equifax Information Services, Qualified Subscriber understands that the accuracy of any Equifax Information Service received by Qualified Subscriber is not guaranteed by Equifax, and Qualified Subscriber releases Equifax and its affiliate companies, affiliated credit bureaus, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the Equifax Information Services and from any loss or expense suffered by Qualified Subscriber resulting directly or indirectly from Equifax Information.
4. Qualified Subscriber will be charged for the Equifax Information Services by CRA, which is responsible for paying Equifax for the Equifax Information Services.
5. Written notice by either party to the other will terminate these Terms and Conditions effective ten (10) days after the date of that notice, but the obligations and agreements set forth in Paragraphs 1, 2, 3, 6, 7, and 8 herein will remain in force.
6. Qualified Subscriber certifies that it will order Equifax Information Services that are consumer reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. (“FCRA”), only when Qualified Subscriber intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for one of the following permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (iv) when Qualified Subscriber otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the accounts; or (v) for employment purposes; provided, however, that QUALIFIED SUBSCRIBER IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES UNLESS QUALIFIED SUBSCRIBER HAS AGREED IN WRITING TO THE TERMS AND CONDITIONS OF THE EQUIFAX PERSONA SERVICE. Qualified Subscriber will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act, Gramm-Leach-Bliley Act and any amendments to them, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the consumer. Qualified Subscriber will use each consumer report ordered under these Terms and Conditions for one of the foregoing purposes and for no other purpose.



7. It is recognized and understood that the FCRA provides that anyone “who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both.” Equifax may periodically conduct audits of Qualified Subscriber regarding its compliance with these Terms and Conditions, including, without limitation, the FCRA, other certifications and security provisions in these Terms and Conditions. Audits will be conducted by mail whenever possible and will require Qualified Subscriber to provide documentation as to permissible use of particular consumer reports. Qualified Subscriber gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Qualified Subscriber’s material breach of these Terms and Conditions, constitute grounds for immediate suspension of service or termination of these Terms and Conditions, notwithstanding Paragraph 5 above. If Equifax terminates these Terms and Conditions due to the conditions in the preceding sentence, Qualified Subscriber (i) unconditionally releases and agrees to hold Equifax harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against Equifax in connection with such termination.
8. California Law Certification. Qualified Subscriber will make the following certification, and Qualified Subscriber agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act.

(PLEASE CHECK (“X”) THE APPROPRIATE LINE BELOW)

Qualified Subscriber certifies that it ___ IS or ___ IS NOT a “retail seller,” as defined in Section 1802.3 of the California Civil Code and ___ DOES or ___ DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

9. Vermont Certification. Qualified Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Qualified Subscriber certifies that it will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act (“VFCRA”), only after Qualified Subscriber has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Qualified Subscriber further certifies that the attached copy of Section 2480e (Exhibit 1-B) of the Vermont Fair Credit Reporting Statute was received.
10. Data Security.
- 10.1. This Paragraph 10 applies to any means through which Qualified Subscriber orders or accesses the Equifax Information Services including, without limitation, system-to-system, personal computer or the Internet; provided, however, if Qualified Subscriber orders or accesses the Equifax Information Services via the Internet, Qualified Subscriber shall fully comply with Equifax’s connectivity security requirements specified in Paragraph 10.3, below.
- For the purposes of this Paragraph 10, the term “Authorized User” means a Qualified Subscriber employee that Qualified Subscriber has authorized to order or access the Equifax Information Services and who is trained on Qualified Subscriber’s obligations under these Terms and Conditions with respect to the ordering and use of the Equifax Information Services, and the information provided through same, including Qualified Subscriber’s FCRA and other obligations with respect to the access and use of consumer reports.
- 10.2. Qualified Subscriber will, with respect to handling Equifax Information:
- (a) ensure that only Authorized Users can order or have access to the Equifax Information Services,
- (b) ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party except as permitted by these Terms and Conditions,

(c) ensure that all devices used by Qualified Subscriber to order or access the Equifax Information Services are placed in a secure location and accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,

(d) take all necessary measures to prevent unauthorized ordering of or access to the Equifax Information Services by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the Qualified Subscriber security codes, member numbers, User IDs, and any passwords Qualified Subscriber may use, to those individuals with a need to know, changing Qualified Subscriber's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Equifax Information Services, or if Qualified Subscriber suspects an unauthorized person has learned the password, and using all security features in the software and hardware Qualified Subscriber uses to order or access the Equifax Information Services,

(e) in no event access the Equifax Information Services via any wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals,

(f) not use personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, DVDs, software, and code) to store the Equifax Information Services. In addition, Equifax Information must be encrypted when not in use and all printed Equifax Information must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose,

(g) if Qualified Subscriber sends, transfers or ships any Equifax Information, encrypt the Equifax Information using the following minimum standards, which standards may be modified from time to time by Equifax: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms,

(h) monitor compliance with the obligations of this Paragraph 10, and immediately notify Equifax if Qualified Subscriber suspects or knows of any unauthorized access or attempt to access the Equifax Information Services. Such monitoring will include, without limitation, a review of each CRA invoice for the purpose of detecting any unauthorized activity.

(i) not ship hardware or software between Qualified Subscriber's locations or to third parties without deleting all Equifax Qualified Subscriber number(s), security codes, User IDs, passwords, Qualified Subscriber user passwords, and any consumer information,

(j) access, use and store the Information Services (for purposes of this Paragraph 10 "Information Services" shall include without limitation all information and data provided or obtained through use of the Information Services) only at or from locations within the territorial boundaries of the United States, United States territories and Canada (the "Permitted Territory"). Qualified Subscriber may not access, use or store the Information Services at or from, or send the Information Services to, any location outside of the Permitted Territory without first obtaining Equifax's written permission,

(k) inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment, and

(l) use commercially reasonable efforts to assure data security when disposing of any consumer report information or record obtained from Equifax. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Qualified Subscriber's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records.

10.3. Qualified Subscriber will, with respect to Qualified Subscriber's network security:

(a) use commercially reasonable efforts to protect Equifax Information when stored on servers,

subject to the following requirements: (i) Equifax Information must be protected by multiple layers of network security, including but not limited to, firewalls, routers, and intrusion detection devices; (ii) secure access (both physical and network) to systems storing Equifax Information, must include authentication and passwords that are changed at least every 90 days; and (iii) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,

(b) use commercially reasonable efforts to protect Qualified Subscriber's connection with dedicated, industry-recognized firewalls that are configured and managed to adhere to industry accepted best practices,

(c) only hold Equifax Information on an application server which can only be accessed by a presentation server, through one of the following: (i) Dual or multiple firewall method (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 Equifax Information. The network firewall should ensure that only the presentation server(s) is/are allowed to access the application server holding Equifax 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 separate the presentation server(s) and the application server holding Equifax Information are required. The firewall should be configured to allow only the presentation server(s) access to the application server holding Equifax Information, or (iii) ensure that all administrative and network access to the firewalls and servers must be through an internal network or protected extranet using strong authentication encryption such as VPN and SSH.

(d) use commercially reasonable efforts to route communications from Qualified Subscriber's internal services to external systems through firewalls configured for network address translation (NAT).

(e) use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by Equifax.

10.4. If Equifax reasonably believes that Qualified Subscriber has violated this Paragraph 10, Equifax may, in addition to any other remedy authorized by these Terms and Conditions, with reasonable advance written notice to Qualified Subscriber and at Equifax's sole expense, conduct, or have a third party conduct on its behalf, an audit of Qualified Subscriber's network security systems, facilities, practices and procedures to the extent Equifax reasonably deems necessary, including an on-site inspection, to evaluate Qualified Subscriber's compliance with the data security requirements of this Paragraph 10.

11. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflicts of laws provisions. These Terms and Conditions constitute the entire agreement of the parties with respect to Qualified Subscriber receiving Equifax Information Services and no changes in these Terms and Conditions may be made except in writing by an officer of Equifax.



ADDENDUM A-2

Additional Equifax Information Services

This Addendum supplements the Qualified Subscriber Terms and Conditions under which Qualified Subscriber receives, as part of its service from CRA, consumer credit report information available from Equifax Information Services LLC (“EIS” or “Equifax”).

This Addendum contains additional information services available from EIS, described below, that may be provided to Qualified Subscriber subject to the Qualified Subscriber Terms and Conditions, and additional terms and conditions that apply to such additional information services. Qualified Subscriber’s authorized representative must place his or her initials by each service listed below that Qualified Subscriber desires to receive. Qualified Subscriber agrees to abide by the additional terms and conditions that apply to the service(s) so selected.

- Auto-DTEC
- Bankruptcy Navigator Index 3.0
- BEACON
- Consumer Telephone Service
- Full DTEC
- North American Link
- OFAC Alert™
- On-Line Directory
- PERSONA
- PinnacleSM
- Safescan
- VantageScore

1. **Auto-DTEC** – is a service that automatically uses the Social Security number from an original ACROFILE, ACROFILE Plus, ACRO Select or FINDERS inquiry to generate another search using a DTEC™ transaction to return a name, address and Social Security number whenever the credit file inquiry returns a “No Record Found” message.
2. **Bankruptcy Navigator Index 3.0** - is a credit scoring service that rank-orders and segments accounts according to the likelihood of bankruptcy over a 24-month period, based on information in the 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. Qualified Subscriber certifies that it will order this Service only when Qualified Subscriber intends to use the information for the permissible purposes set forth in Section 604(a) of the Fair Credit Reporting Act. Qualified Subscriber will not order the Service for employment purposes.
3. **BEACONSM** - is a consumer report credit scoring service based on a model developed by Fair Isaac and Equifax that ranks consumers in the Equifax consumer credit database relative to other consumers in the database with respect to the likelihood of those consumers paying their accounts as agreed (“Score”).
4. **Consumer Telephone Number Service** – is an optional feature which allows published consumer telephone numbers to be displayed on the consumer report.

5. **Full DTEC** - is a consumer report that consists of name, AKA, or former name, current and former addresses, listed telephone number (if available), age, employment, Social Security number and a message pertaining to the Social Security number. Qualified Subscriber certifies that it will order a Full DTEC Report only when it has a permissible purpose to receive a consumer report, as specified in the Qualified Subscriber Terms and Conditions.

6. **North American Link**

(a) Desiring to obtain credit reporting services on residents of the United States and Canada through EIS's North American Link access mechanism, Qualified Subscriber understands that credit reporting services on residents of Canada will be provided from the credit reporting database of Equifax Canada Inc. Qualified Subscriber further understands that EIS is merely facilitating access and receipt of credit reporting services from Equifax Canada Inc. and that EIS has not prepared and is not responsible for the credit reporting services received from Equifax Canada Inc.

(b) Further, Qualified Subscriber will comply with applicable provincial laws on consumer credit reporting or on protection of personal information (privacy), including obtaining consent if required, in connection with credit reporting services received from Equifax Canada.

7. **OFAC Alert** - is an information service Equifax provides on behalf of Compliance Data Center, Inc., an Equifax affiliate. OFAC Alert is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes, or any other purpose authorized under the FCRA. Accordingly, Qualified Subscriber will not use an OFAC Alert indicator as part of its decision-making process for determining the consumer's eligibility for any credit or any other FCRA permissible purpose. Qualified Subscriber acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and Qualified Subscriber should contact the appropriate government agency for confirmation and instructions. The OFAC Alert indicator may or may not pertain to the individual referenced in your inquiry. Refer to the OFAC Customer Guide for further information.

8. **On-line Directory** - is an ancillary service to ACROFILE→, ACROFILE Plus™, and PERSONA® that automatically provides creditors' and inquirers' names and current phone numbers on the consumer report.

9. **PERSONA® and PERSONA PLUS®** - are consumer reports, from the Equifax consumer credit database, consisting of limited identification information, credit file inquiries, public record information, credit account trade lines, and employment information.

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

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

11. **SAFESCAN®** - is an on-line warning system containing information that can be used to detect possible fraudulent applications for credit. Some of the information in the SAFESCAN database is provided by credit grantors. SAFESCAN is a registered trademark of Equifax.

Permitted Use. SAFESCAN is not based on information in Equifax's consumer reporting database and

is not intended to be used as a consumer report. Qualified Subscriber will not use a SAFESCAN alert or warning message in its decision-making process for denying credit or any other FCRA permissible purpose, but will use the message as an indication that the consumer's application information should be independently verified prior to a credit or other decision. Qualified Subscriber understands that the information supplied by SAFESCAN may or may not apply to the consumer about whom Qualified Subscriber has inquired.

- 12. VantageScoreSM** - is a tri-bureau credit risk model developed using one algorithm across sample data common to all three credit bureaus. The following additional terms and conditions apply to Qualified Subscriber's receipt and use of VantageScore:

End User Terms for VantageScore – Qualified Subscriber will request VantageScores only for Qualified Subscriber's exclusive use. Qualified Subscriber may store VantageScores solely for Qualified Subscriber's own use in furtherance of Qualified Subscriber's original purpose for obtaining the VantageScores. Qualified Subscriber shall not use the VantageScores for model development or model calibration and shall not reverse engineer the VantageScore. All VantageScores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person except (i) to those employees of Qualified Subscriber with a need to know and in the course of their employment; (ii) to those third party processing agents of Qualified Subscriber who have executed an agreement that limits the use of the VantageScores by the third party only to the use permitted to Qualified Subscriber and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the VantageScore; or (iv) as required by law.

Additional Terms and Conditions for Credit Score Information Applicable to Bankruptcy Navigator Index 3.0 and VantageScore:

(a) Disclosure of Scores. Qualified Subscriber will hold all information received from Equifax in connection with any Score received from Equifax under this Agreement in strict confidence and will not disclose that information to the consumer or to others except in accord with the following sentence or as required or permitted by law. Qualified Subscriber may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Qualified Subscriber's adverse action against the subject consumer. Qualified Subscriber must describe the principal factors in a manner which complies with Regulation B of the ECOA.

(b) ECOA Statements. Equifax reasonably believes that, subject to validation by Qualified Subscriber on its own records, (1) the scoring algorithms used in the computation of the Score are empirically derived from consumer credit information from Equifax's consumer credit reporting database, and are demonstrably and statistically sound methods of rank ordering candidate records from the Equifax consumer credit database for the purposes for which the Score was designed particularly, and it is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system" as defined in Regulation B, with the understanding that the term "empirically derived, demonstrably and statistically sound," is defined only in a general manner by Regulation B, and has not been the subject of any significant interpretation; and (2) the scoring algorithms comprising the Score, except as permitted, do not use a "prohibited basis," as such phrase is defined in Regulation B. Qualified Subscriber must validate the Score on its own records. Qualified Subscriber will be responsible for meeting its requirements under the ECOA and Regulation B.

(c) Release. Equifax does not guarantee the predictive value of the Score with respect to any individual, and does not intend to characterize any individual as to credit capability. Neither Equifax nor its directors, officers, employees, agents, subsidiary and affiliated companies, or any third-party contractors, licensors or suppliers of Equifax will be liable to Qualified Subscriber for any damages, losses, costs or expenses incurred by Qualified Subscriber resulting from any failure of a Score to accurately predict the credit worthiness of Qualified Subscriber's applicants or customers. In the event the Score is not correctly applied by Equifax to any credit file, Equifax's sole responsibility will be to reprocess the credit file through the Score at no additional charge.

(d) Audit of Models. Qualified Subscriber may audit a sample of the Scores and principal factors and compare them to the anonymous underlying credit reports in accordance with Equifax's audit procedures. If the Scores and principal reasons are not substantiated by the credit files provided for the audit, Equifax will review programming of the model and make corrections as necessary until the Scores and principal reasons are substantiated by the audit sample credit reports. After that review and approval, Qualified Subscriber will be



deemed to have accepted the resulting Score and principal factors delivered. It is Qualified Subscriber's sole responsibility to validate all scoring models on its own records and performance.

Additional Terms and Conditions for Credit Score Information Applicable to Beacon and Pinnacle:

(a) Confidentiality. Qualified Subscriber will hold all Scores received from Equifax under this Agreement in strict confidence and will not disclose any Score to the consumer or to others except as required or permitted by law. Qualified Subscriber may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Qualified Subscriber's adverse action against the subject consumer. Qualified Subscriber must describe the principal factors in a manner which complies with Regulation B of the ECOA. Further, Qualified Subscriber acknowledges that the Score and factors are proprietary and that, except for (a) disclosure to the subject consumer if Qualified Subscriber has taken adverse action against such consumer based in whole or in part on the consumer report with which the Score was delivered or (b) as required by law, Qualified Subscriber will not provide the Score to any other party without Equifax's and Fair Isaac's prior written consent.

(b) Limited Liability. The combined liability of Equifax and Fair Isaac arising from any particular Score provided by Equifax and Fair Isaac shall be limited to the aggregate amount of money received by Equifax from Qualified Subscriber with respect to that particular Score during the preceding twelve (12) months prior to the date of the event that gave rise to the cause of action.

(c) Adverse Action. Qualified Subscriber shall not use a Score as the basis for an "Adverse Action" as defined by the Equal Credit Opportunity Act or Regulation B, unless score factor codes have been delivered to Qualified Subscriber along with the Score.



Addendum B
Experian Requirements

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

1. End User hereby agrees to comply with all current and future policies and procedures required by Experian and instituted by BCS. BCS will give End User as much notice as possible prior to the effective date of any such new policies that may be required in the future, but does not guarantee that reasonable notice will be possible. End User may terminate this agreement at any time after notification of a change in policy in the event End User deems such compliance as not within its best interest.
2. End User certifies that it is not involved in any business activity listed in Exhibit A to the BCS service agreement.
3. End User agrees that Experian shall have the right to audit records of End User that are relevant to the provision of services set forth in this Agreement and to verify, through audit or otherwise, that End User is in compliance with applicable law and the provisions of this Agreement. End User warrants that it is the end user of the Experian credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity. End User authorizes BCS to provide to Experian, upon Experian’s request, all materials and information relating to its investigations of End User. End User further agrees that it will respond within the requested time frame indicated for information requested by Experian regarding Experian consumer credit information. End User understands that Experian may require BCS to suspend or terminate access to Experian information in the event End User does not cooperate with any such an investigation, or in the event End User is not in compliance with applicable law or this Agreement. End User shall remain responsible for the payment for any services provided to End User by BCS prior to any such discontinuance.
4. End User agrees that it will maintain proper access security procedures consistent with industry standards and that if a data breach occurs or is suspected to have occurred in which Experian information is compromised or is potentially compromised, End User will take the following action:
 - a. End User will notify BCS within 24 hours of a discovery of a breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person. Further, End User will cooperate with and participate in any investigation conducted by BCS or Experian that results from End User’s breach of Experian consumer credit information.
 - b. In the event that Experian determines that the breach was within the control of End User, End User will provide notification to affected consumers that their personally sensitive information has been or may have been compromised. Experian will have control over the nature and timing of the consumer correspondence related to the breach when Experian information is involved.
 - c. In such event, End User will provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of one (1) year, in which the consumer’s credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft, from at least one (1) national consumer credit reporting bureau.

- d. End User understands and agrees that if the root cause of the breach is determined by Experian to be under the control of the End User (i.e., employee fraud, misconduct or abuse; access by an unqualified or improperly qualified user; improperly secured website, etc.), End User may be assessed an expense recovery fee.
5. End User understands that if a change of control or ownership should occur, the new owner of the End User business must be re-credentialed as a permissible and authorized End User of Experian products and services. A third party physical inspection at the new address will be required if End User changes location.
6. For the purpose of this section “authorized residential End User” shall mean that the End User office meets the physical requirements outline by Experian for a residential office.

If End User is an authorized residential End User the following additional requirements and documentation must be supplied: (a) Experian must be notified for tracking and monitoring purposes; (b) End User must maintain a separate business phone line listed in the name of the business; (c) a separate subscriber code for End User must be maintained for compliance monitoring; and (d) an annual physical inspection of the office is required by Experian, for which a reasonable fee may be required.

7. End User agrees to hold harmless Experian and its agents from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable attorney’s fees, which may be asserted against or incurred by Experian, arising out of or resulting from the use, disclosure, sale or transfer of the consumer credit information by End User, or End User’s breach of this Agreement. End User further understands and agrees that the accuracy of any consumer credit information is not guaranteed by Experian and releases Experian and its agents from liability for any loss, cost, expense or damage, including attorney’s fees, suffered by End User resulting directly or indirectly from its use of consumer credit information from Experian.
8. Experian will not, for the fee charged for credit information, be an insurer or guarantor of the accuracy or reliability of the information. EXPERIAN DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MECHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AND SHALL NOT BE LIABLE TO END USER FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY EXPERIAN’S ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.



Addendum C-1

Trans Union Requirements

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

1. Customer certifies that Customer shall use the consumer reports: (a) solely for the Subscriber’s certified use(s); and (b) solely for Customer’s exclusive one-time use. Customer shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Customer’s own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by Customer only to Customer’s designated and authorized employees having a need to know and only to the extent necessary to enable Customer to use the Consumer Reports in accordance with this Agreement. Customer shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.
2. Customer will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
3. Customer shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that Customer may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its Customer for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, Customer shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.
4. With just cause, such as violation of the terms of the Customer’s contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Customer’s agreement, Reseller may, upon its election, discontinue serving the Customer and cancel the agreement immediately.
5. Customer will request Scores only for Customer’s exclusive use. Customer may store Scores solely for Customer’s own use in furtherance of Customer’s original purpose for obtaining the Scores. Customer shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except (i) to those employees of Customer with a need to know and in the course of their employment; (ii) to those third party processing agents of Customer who have executed an agreement that limits the use of the Scores by the third party to the use permitted to Customer and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (iv) to government regulatory agencies; or (v) as required by law.
6. Customer hereby agrees to comply with all current and future policies and procedures instituted by CRA and required by Trans Union. CRA will give Customer as much notice as possible prior to the effective date of any such new policies required in the future, but does not guarantee that reasonable notice will be possible. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance as not within its best interest.

7. Customer certifies that it is not a reseller of the information, a private detective, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of an apartment, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Trans Union.
8. Customer agrees that Trans Union shall have the right to audit records of Customer that are relevant to the provision of services set forth in this agreement. Customer authorizes CRA to provide to Trans Union, upon Trans Union's request, all materials and information relating to its investigations of Customer and agrees that it will respond within the requested time frame indicated for information requested by Trans Union regarding Trans Union information. Customer understands that Trans Union may require CRA to suspend or terminate access to Trans Union's information in the event Customer does not cooperate with any such an investigation. Customer shall remain responsible for the payment for any services provided to Customer prior to any such discontinuance.
9. Customer agrees that Trans Union information will not be forwarded or shared with any third party unless required by law or approved by Trans Union. If approved by Trans Union and authorized by the consumer, Customer may deliver the consumer credit information to a third party, secondary, or joint user with which Customer has an ongoing business relationship for the permissible use of such information. Customer understands that Trans Union may charge a fee for the subsequent delivery to secondary users.
10. Trans Union shall use reasonable commercial efforts to obtain, assemble and maintain credit information on individuals as furnished by its subscribers or obtained from other available sources. THE WARRANTY SET FORTH IN THE PREVIOUS SENTENCE IS THE SOLE WARRANTY MADE BY TRANS UNION CONCERNING THE CONSUMER REPORTS, INCLUDING, BUT NOT LIMITED TO THE TU SCORES. TRANS UNION MAKES NO OTHER REPRESENTATIONS OR WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR BOTH, OF ANY AND ALL OF THE AFOREMENTIONED PRODUCTS AND SERVICES THAT MAY BE PROVIDED TO CRA. THE WARRANTY SET FORTH IN THE FIRST SENTENCE OF THIS PARAGRAPH IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



Addendum C-2

TRANS UNIONSM REQUIREMENTS REGARDING CREDIT SCORING SERVICES

CLASSIC CREDIT RISK SCORE SERVICES

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

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

Classic Scores for the sole benefit of Customer and shall not utilize the Classic Scores for any other purpose including for such agent's own purposes or benefit; (2) That the Classic Score is proprietary to Fair Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union and Fair Isaac's prior written consent except (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (b) as clearly required by law; (3) Such Agent shall not use the Classic Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) Such agent shall not resell the Classic Scores; and (5) Such agent shall not use the Classic Scores to create or maintain a database for itself or otherwise.

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



DAMAGES INCURRED BY TRANS UNION AND/OR FAIR ISAAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM CUSTOMER'S BREACH, DIRECTLY OR THROUGH CUSTOMER'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

18. ADDITIONALLY, NEITHER TRANS UNION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS ADDENDUM, BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.
19. This Addendum may be terminated automatically and without notice: (1) in the event of a breach of the provisions of this Addendum by Customer; (2) in the event the agreement(s) related to Classic between Trans Union, Fair Isaac and CRA are terminated or expire; (3) in the event the requirements of any law, regulation or judicial action are not met, (4) as a result of changes in laws, regulations or regulatory or judicial action, that the requirements of any law, regulation or judicial action will not be met; and/or (5) the use of the Classic Service is the subject of litigation or threatened litigation.