

REQUIRED TERMS FOR QUALIFIED SUBSCRIBERS
ADDITIONAL TERMS REQUIRED BY EQUIFAX INFORMATION SERVICES LLC

The Equifax Information Services (as defined below) will be received by _____ ("**Subscriber**"), through CreditPull Engine, LLC ("**CPE**"), subject to the Agreement and the terms described in this Equifax Services Exhibit ("**Equifax Services Exhibit**").

I. GENERAL AGREEMENT

1. Scope of Agreement. This Equifax Services Exhibit consists of the general terms set forth in the body of this Equifax Services Exhibit, **Attachment 1** (State Compliance Matters), **Attachment 2** (Equifax Information Services), **Attachment 3** (Notice to Users of Consumer Reports: Obligations of Users Under the FCRA), and **Attachment 4** (Written Instructions of Consumer Addendum – Debt Resolution). If there is a conflict between the general terms and conditions and any Attachment, the provisions of the Attachment will govern and control. This Equifax Services Exhibit applies to every kind of information, software or service provided by Equifax to VAB for provision to Subscriber (collectively, the "**Equifax Services**" or "**Equifax Information Services**," consisting of "**Equifax Information**"), even if a given type of software, service or information is not specifically referred to in this Equifax Services Exhibit or is not currently provided by Equifax, unless the software, service or information is furnished pursuant to a separate written agreement with Equifax, executed and effective after the Effective Date, and containing an "entire agreement" or "merger" clause. This Equifax Services Exhibit specifically supersedes and replaces any agreement between the parties that predates this Equifax Services Exhibit and that relates to any of the Equifax Services named in **Attachment 2**, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated.

2. Users. Equifax Information Services will be requested only for Subscriber's exclusive use.

3. FCRA Certification. 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., as amended (the "**FCRA**"), only when Subscriber intends to use the consumer report: (a) in accordance with the FCRA and all state law FCRA counterparts, and (b) for one of the following FCRA 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 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 account; or (v) for employment purposes. Subscriber further certifies that it will use each consumer report ordered from Equifax for one of the foregoing purposes and for no other purpose and that it will not share with or provide to any third party such consumer reports, except as otherwise permitted pursuant to Section I.5 hereof. **SUBSCRIBER IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES UNLESS SUBSCRIBER HAS SELECTED THE PERSONA® REPORT SERVICE ON ATTACHMENT 2.**

California Law Certification: Subscriber will refer to **Attachment 1** in making the following certification, and Subscriber agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act, as referenced in **Attachment 1**:

(SUBSCRIBER'S AUTHORIZED REPRESENTATIVE MUST INITIAL NEXT TO THE APPLICABLE SPACE BELOW.)

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| 1. Are you, Subscriber, a "retail seller," as defined in section 1802.3 of the California Civil Code and referenced in paragraph (b) below, intending to issue credit to consumers who appear in person on the basis of an application for credit submitted in person? | ☐ Yes ☐ No |
| 2. If "yes" to question 1 above, do you, Subscriber, certify that you will instruct Subscriber employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person? | ☐ Yes ☐ No |

Vermont Law Certification:

Subscriber will refer to the section of **Attachment 1** regarding the Vermont Fair Credit Reporting Act in making the following certification, and Subscriber agrees that it will comply with all applicable provisions under Vermont law and applicable Vermont rules, as referenced in **Attachment 1**:

(SUBSCRIBER'S AUTHORIZED REPRESENTATIVE MUST INITIAL THE APPLICABLE SPACE BELOW)

Do you, Subscriber, certify that you will order Information Services relating to Vermont residents consisting of credit reports as defined by the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e, as amended (the "VFCRA"), only after you have received prior consumer consent specific to the purpose for which such credit report is being ordered, in accordance with VFCRA Section 2480e and applicable Vermont Rules, referenced in Attachment 1 ?	☐ Yes ☐ No
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4. Access. Subscriber is responsible for providing and installing all hardware and software at its facilities necessary to access the Equifax Information Services through VAB. Subscriber shall request assistance from VAB with defining hardware or software needs or configuring Subscriber's ingestion of the Equifax Information within the Equifax Services. Equifax will provide reasonable consultation as needed.

5. License of Information. Equifax grants a non-exclusive license to Subscriber to use the Equifax Services and associated Equifax Information only as described in this Equifax Services Exhibit. Subscriber may reproduce or store the Equifax Information solely for its own uses in accordance with this Equifax Services Exhibit, and will hold all Equifax Information licensed under this Equifax Services Exhibit in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever, to each other or any others unless required by law; provided, however, that Subscriber, as applicable, may discuss information in a consumer report with the subject of that consumer report when Subscriber has taken adverse action against the subject based on the consumer report. Subscriber will not provide a copy of the consumer report to the consumer, unless required by law or approved in writing by Equifax, except where this contractual prohibition would be invalid. Subscriber will refer the consumer to Equifax whenever the consumer disputes information in an Equifax consumer report disclosed by Subscriber. Subscriber will not interpret the failure of Equifax to return information regarding the consumer's eligibility for a credit service as a statement regarding that consumer's credit worthiness, because that failure may result from one or more factors unrelated to credit worthiness.

6. Compliance with Laws. Subscriber will comply with applicable federal and state laws, rules and regulations relating to such party's performance of its obligations under this Equifax Services Exhibit including, but not limited to, all applicable state and federal consumer financial protection laws, the FCRA and state law counterparts, and the Gramm-Leach-Bliley Act. In addition, Subscriber shall not engage in any unfair, deceptive, or abusive acts or practices.

7. Audits. In order to determine Subscriber's compliance with this Equifax Services Exhibit, VAB, Equifax or its designated representative shall have the right, from time to time, to: (1) upon reasonable notice to Subscriber, enter into Subscriber's facilities during normal business hours, and conduct on-site audits of Subscriber's practices and procedures relating to Subscriber's request for and use of consumer reports; and (2) conduct audits by mail, email or similar electronic means that may require Subscriber to provide documentation regarding permissible purposes for particular consumer reports ordered by Subscriber. Subscriber shall promptly provide Equifax with copies of or access to all requested documents and records and use reasonable efforts to otherwise cooperate with Equifax in all such audits.

8. Processing Locations. For the purposes of this section, "**Processing**" means accessing (including access to view), transmitting, using or storing the Information Services and all information and data provided or obtained through use of the Information Services (the "**Equifax Information**"). Subscriber may Process the Equifax Information from the United States, Canada, and the United States territories of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U. S. Virgin Islands (collectively, the "**Permitted Territory**"). Subscriber must notify Equifax directly or through VAB at least thirty (30) days prior to Processing the Equifax Information from a location outside of the Permitted Territory, in accordance with the notice requirements described in this Agreement. Equifax reserves the right to deny any such request for reasons including, without limitation, regulatory requirements, security concerns, or existing contractual obligations. Notwithstanding the foregoing, Subscriber is prohibited from Processing Equifax Information from an Embargoed Country. "**Embargoed Country**" means any country or geographic region subject to comprehensive economic sanctions or embargoes administered by OFAC or the European Union.

9. Service Providers. Except with respect to VAB, Subscriber must notify Equifax directly or through VAB at least thirty (30) days prior to utilizing a third party, including a cloud service provider, to process, transmit, or store the Equifax Information (each, a "**Service Provider**") in accordance with the notice requirements described in this Equifax Services Exhibit. Equifax reserves the right to deny the use of a Service Provider for reasons including, without limitation, regulatory requirements, security concerns, existing contractual obligations or failure of such Service Provider to execute such agreements with Equifax as Equifax may require. Subscriber will monitor Service Providers to ensure compliance with the security requirements of this Equifax Services Exhibit. Notwithstanding anything to the contrary herein, Subscriber will at all times be responsible for and remain liable to Equifax for any and all damages of any kind or nature whatsoever that may arise from or relate to the acts or omissions of Service Provider.

II. PRICING

Subscriber will be charged for the Equifax Information Services by VAB, which is responsible for paying Equifax for the Equifax Information Services, inclusive of product fees, taxes and regulatory recovery fees.

III. TERMINATION OF SERVICES

1. Either VAB or Equifax may, in its own discretion, immediately suspend or terminate Subscriber's access to the Equifax Services based on a reasonable belief that Subscriber has violated applicable law or regulation, including the FCRA, in the event of Subscriber's material breach of the terms of this Equifax Services Exhibit, or reasonable belief that Subscriber has violated the "**Data Security**" Section of this Equifax Services Exhibit. VAB's or Equifax's reasonable belief for purposes of the foregoing right may be premised upon Subscriber's failure to provide requested or sufficient documentation pursuant to, or otherwise frustrate any audit or review permitted under, the "Audit" Section or otherwise under this Equifax Services Exhibit.

2. Notwithstanding anything to the contrary in this Equifax Services Exhibit, if the continued provision of all or any portion of the Equifax Services becomes impossible, impractical, or undesirable due to a change in applicable federal, state or local laws or regulations, or maintenance of products and services with current industry standards as determined by Equifax in its reasonable judgment, or due to circumstances imposed by Equifax's third party vendors or data sources, or due to a change in Equifax's policies relating to compliance with law and/or data security, Equifax may either (a) cease to provide the affected services within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which will apply to the affected services when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by Equifax in complying with the applicable laws or regulations or circumstances imposed by third party vendors and will become effective on the date specified in such notice unless Subscriber

objects in writing, in which case Equifax may exercise its rights under clause (a) above. Equifax will attempt to provide written notice of its actions to VAB as far in advance of the effective date as is reasonably possible under the circumstances.

Termination or suspension of the Equifax Services pursuant to this Section shall not relieve VAB of its obligation to pay all fees that have accrued or are otherwise owed to Equifax for Subscriber's usage of the Equifax Services.

IV. WARRANTY, INDEMNIFICATION AND LIMITATION OF LIABILITY

1. **Disclaimer.** Subscriber shall employ decision-making processes appropriate to the nature of the transaction and in accordance with industry standards, and Subscriber will use the Equifax Services only for the purposes set forth in the terms stated in this Equifax Services Exhibit. Subscriber is solely responsible for all results of its use of the Equifax Services. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, ALL EQUIFAX SERVICES AND EQUIFAX INFORMATION ARE PROVIDED BY EQUIFAX THROUGH VAB ON AN "AS-IS," AS-AVAILABLE BASIS, AND EQUIFAX AND ITS DATA PROVIDERS AND SUPPLIERS HEREBY DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, GUARANTEES, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITH RESPECT TO THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OF THE EQUIFAX SERVICES AND EQUIFAX INFORMATION. IN NO EVENT WILL EQUIFAX OR ITS DATA PROVIDERS AND SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY LOSS OR INJURY RELATING TO, ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, ITS ACTS OR OMISSIONS, EVEN IF NEGLIGENT, RELATING TO THE ACCURACY, CORRECTNESS, COMPLETENESS, OR CURRENTNESS OF THE EQUIFAX SERVICES OR EQUIFAX INFORMATION. Subscriber recognizes that accessing Equifax's consumer credit database with additional information or different identification information on a consumer, or at a different time from a prior request for information, may result in file content different from that on the date of the original access.

2. **Indemnification.** Subscriber shall indemnify, defend, and hold harmless Equifax and its affiliates and their respective directors, officers, and employees from, and against, any loss, damage, cost, liability, and expense (including reasonable attorneys' fees) (collectively, "**Losses**"), arising from or relating to the investigation, defense, settlement, or satisfaction of claims or causes of action alleged, or asserted by, a third party or investigations, allegations or enforcement actions asserted by government regulators to the extent arising out of or relating to: (i) Subscriber's use of the Equifax Services or associated Equifax Information by Subscriber in any manner other than as expressly permitted by the terms in this Equifax Services Exhibit or the terms stated in Equifax Services Exhibit or otherwise provided specific to one or more Equifax Services; (ii) the use, operation, or combination of the Equifax Services with software, data, equipment, specifications, or materials not provided by Equifax; (iii) any breach by Subscriber of the terms in this Equifax Services Exhibit relating to confidentiality, data security, or compliance with laws; (iv) any personal injury or death, or damage to, or loss of, tangible property to the extent caused by Subscriber's wrongful acts; and (v) Subscriber's willful misconduct

4. **Damages Exclusions and Limitation of Liability.** IN NO EVENT WILL EQUIFAX BE LIABLE TO SUBSCRIBER UNDER ANY THEORY OR CIRCUMSTANCE FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, NOR SHALL EQUIFAX'S LIABILITY UNDER THIS EQUIFAX SERVICES EXHIBIT OR WITH REGARD TO THE EQUIFAX SERVICES, FOR ANY AND ALL CLAIMS ARISING OUT OF, OR RELATED TO, THIS EQUIFAX SERVICES EXHIBIT OR THE EQUIFAX SERVICES, EXCEED THE AMOUNT ACTUALLY RECEIVED BY EQUIFAX FROM VAB FOR SUBSCRIBER'S ORDERS OF THE EQUIFAX SERVICE CONNECTED WITH THE EVENT WHICH GAVE RISE TO LIABILITY.

V. CONFIDENTIALITY

Except as otherwise set forth in the terms and conditions of this Equifax Services Exhibit, Subscriber and Equifax, through its agreement with VAB, acknowledge that all other materials and information disclosed by a party ("**Discloser**") to the other party ("**Recipient**") in connection with the performance of this Equifax Services Exhibit, including the terms of this Equifax Services Exhibit and any pricing terms, consist of confidential and proprietary data (collectively, the "**Confidential Information**"). Each Recipient will hold the Confidential Information in strict confidence, and will restrict its use of Confidential Information to the purposes anticipated in this Equifax Services Exhibit. If the law or legal process requires Recipient to disclose Confidential Information, Recipient will notify the Discloser of the request. Thereafter, the Discloser may seek a protective order or waive the confidentiality requirements of this Equifax Services Exhibit, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Discloser which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Discloser, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the Disclosers information. The rights and obligations of this Section V (i) with respect to confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), which includes without limitation all consumer report information received through the Equifax Information Services, will survive the termination of this Equifax Services Exhibit for so long as such Confidential Information remains a trade secret under applicable law; and (ii) with respect to all other Confidential Information, will survive the termination of this Equifax Services Exhibit for the longer of two (2) years from termination, or the confidentiality period required by applicable law. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the Discloser the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

VI. DATA SECURITY

This Section applies to any means through which Subscriber orders or accesses the Equifax Services. For the purposes of this Section, "**Authorized User**" means a Subscriber employee, contractor or agent that Subscriber has authorized to order or access the Equifax Services and who is trained on Subscriber's obligations under the terms of this Equifax Services Exhibit with respect to the ordering and use of the Equifax Services and all Equifax Information, including Subscriber's FCRA and other obligations with respect to the access and use of consumer reports.

Subscriber shall maintain an information security program ("**Program**") that includes appropriate administrative, technical and physical safeguards (collectively, "**Controls**") reasonably designed to: (i) ensure the security and confidentiality of the Equifax Services and associated Equifax Information; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; (iii) protect against unauthorized access to or use of such information; and (iv) dispose of the Equifax Information from the Services in a secure manner. Subscriber agrees that its Program has been developed in alignment with commercially recognized frameworks. Subscriber agrees that it will maintain the Program throughout the term of the agreement under which it accesses and uses Equifax Services, and that the Program includes written documentation of the Controls. Subscriber will monitor compliance with the obligations of this Section, and will immediately notify VAB and Equifax if Subscriber suspects or knows of any unauthorized access or attempt to access the Equifax Services.

Subscriber will, with respect to handling the Equifax Information:

- (a) ensure that only Authorized Users can order or have access to the Equifax Services and take all necessary measures to prevent unauthorized ordering of or access to the Equifax Services or Equifax Information by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the Subscriber security codes, member numbers, User IDs, and any passwords Subscriber may use to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited,
- (b) ensure that Authorized Users are trained not to order consumer reports for personal reasons or provide consumer reports to third parties except as permitted by this Agreement and that any unauthorized access or use of consumer reports may subject them to civil and criminal liability under the FCRA, punishable by fines and imprisonment,
- (c) ensure that secure authentication practices are utilized when accessing the Equifax Information Services, including but not limited to restricting access based on Authorized User location and only permitting access to the Equifax Information Services through Subscriber approved devices,
- (d) ensure that Equifax Information is encrypted in transit with Advanced Encryption Standard (AES)-256 or an equivalent or better National Institute of Standards and Technology (NIST) approved cypher,
- (e) use commercially reasonable efforts to secure Equifax Information at rest, including: (i) encrypting all Equifax Information at rest in accordance with industry accepted encryption standards; (ii) separating Equifax Information from the Internet or other public networks by firewalls configured to meet industry accepted best practices; (iii) protecting Equifax Information through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iv) securing access (both physical and network) to systems storing Equifax Information; and (v) patching servers on a timely basis with appropriate security-specific system patches, as they are available,
- (f) ensure that: (i) all hard copy Equifax Information is stored in a secure manner; (ii) Equifax Information, including electronic and hard copy information, is securely destroyed when no longer needed for the Equifax Information Services; and (iii) maintain documented policies to ensure compliance with the foregoing,
- (g) not allow Equifax Information to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,
- (h) 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,
- (i) provide prompt notification to Equifax of any change in address or office location where Equifax Information Services are or will be accessible, which location is subject to an onsite visit of the new location by Equifax or its designated representative, and
- (j) in the event Subscriber has a Security Incident involving Equifax Information, Subscriber will notify Equifax as soon as possible, but in no event more than twenty-four (24) hours following the Security Incident, and: (i) fully cooperate with Equifax in a security assessment process; (ii) promptly remediate any finding; and (iii) take all necessary actions to prevent a recurrence. For purposes of this Section "Security Incident" means any suspected or actual breach, theft or unauthorized access, use, misuse, theft, vandalism, modification or transfer of or to Equifax Information Services or Equifax Information.

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

VII. MISCELLANEOUS

1. Assignment. Equifax may assign its benefits under the terms in this Attachment or any rights or obligations under this Equifax Services Exhibit to an entity that is controlled by, controls or is under common control with Equifax. Otherwise, neither this Equifax Services Exhibit, nor any rights or obligations under it may be assigned or transferred, by operation of law or otherwise, by Subscriber or Equifax without the written consent of the other, which consent shall not be unreasonably withheld.

2. Waiver of Jury Trial. Equifax and Subscriber hereby waive the right to trial by jury of any action, suit, proceeding, dispute, claim or controversy arising out of or relating to the Equifax Services Exhibit or Equifax Services.

3. Notices. Notices must be in writing, must be delivered according to clause (a) or (b) below, and must be delivered to Equifax, Attn: Contract Administration, 1550 Peachtree Street, NW, Atlanta, GA 30309 and to Subscriber through VAB or at the address set forth on the Equifax application for service provided by VAB, or to such other address as either may designate by notice in accordance with this provision. All notices under this Equifax Services Exhibit will be deemed given on the date of delivery (a) by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested.

4. Force Majeure. Neither Subscriber nor Equifax will be liable to the other by reason of any failure or delay of performance, whether foreseen or unforeseen, hereunder (except failure to pay any amount when due) if such failure arises out of causes beyond the non-performing party's reasonable control, including, but not limited to, governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God (e.g., fire, flood inclement weather, epidemic, or earthquake), war or act of terrorism, electrical failure, mechanical failure, major computer hardware or software failures, equipment delivery delays, or acts of third parties.

5. Applicable Law. This Equifax Services Exhibit will be governed and interpreted by the laws of the State of Georgia, without regard to principles of conflicts of law.

6. Third Party Beneficiary. Subscriber and VAB acknowledge and agree that Equifax is a third party beneficiary with rights to fully enforce the terms set forth in this Equifax Services Exhibit. Subscriber and VAB further acknowledge and agree that Equifax's rights with respect to this Equifax Services Exhibit unconditional rights that shall survive the termination for any reason.

☐ Subscriber has read the attached **Attachment 3** "Notice to Users of Consumer Reports, Obligations of Users" which explains Subscriber's obligations under the FCRA as a user of consumer report information. (To be initialed by the person signing on behalf of Subscriber.)

IMPORTANT: Subscriber must respond to the California Certification box on page one, or access to Equifax Information Services may be delayed or withheld.

ATTACHMENT 1 TO EQUIFAX SERVICES EXHIBIT

STATE COMPLIANCE MATTERS

California Retail Seller Compliance. Provisions of the California Consumer Credit Reporting Agencies Act specifically, as amended effective July 1, 1998, will impact the provision of consumer reports to Subscriber if Subscriber is a “retail seller” under California law and Subscriber intends to request consumer reports from Equifax about consumers applying in person for credit. California Civil Code § 1802.3 defines a “retail seller” as “a person engaged in the business of selling goods or services to retail buyers,” defined in §1802.4 as “a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale”.

Under the foregoing circumstances, before delivering a consumer report to Subscriber, Equifax must match at least three items of a consumer’s identification within the file maintained by Equifax with the information provided to Equifax by Subscriber in connection with the in-person credit transaction. Compliance with this law further includes Subscriber’s inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer’s presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Subscriber is a “retail seller” and intends to request consumer reports from Equifax about consumers applying in person for credit, Subscriber certifies that it will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. If Subscriber is not currently, but subsequently becomes a “retail seller,” Subscriber agrees to provide written notice to Equifax prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Section, and with the specific certifications set forth herein.

Subscriber agrees that, as a “retail seller” who intends to request consumer reports from Equifax about consumers applying in person for credit, it will either (a) acquire a new customer number for use in processing consumer report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new customer number will require that Subscriber supply at least three items of identifying information from the applicant; or (b) contact Subscriber’s Equifax sales representative to ensure that Subscriber’s existing number is properly coded for these transactions..

Vermont Fair Credit Reporting Compliance. Provisions of the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e, as amended (the “VFCRA”) and applicable Vermont Rules (specifically, CVR 06-031-012 Rule CF 112 - Fair Credit Reporting, CF 112.03 Consumer Consent (“Applicable Vermont Rules”)), prohibit Subscriber from obtaining credit reports, as defined by the VFCRA, without prior consumer consent specific to the purpose for which such credit report is being ordered as specified in VFCRA § 2480e and Applicable Vermont Rules. If Subscriber designated above that Subscriber does not comply with these provisions of the VFCRA and Applicable Vermont Rules by obtaining the requisite consumer consent from Vermont consumers, then provision of credit reports, as defined by the VFCRA, to Subscriber will be impacted. If Subscriber designated above that Subscriber is in compliance with VFCRA § 2480e and Applicable Vermont Rules, Subscriber shall provide notice to Equifax should its ability to certify compliance with VFCRA § 2480e and Applicable Vermont Rules has changed. Reviews by Equifax pursuant to the section of this Agreement authorizing reviews or audits of Subscriber’s permissible purpose to obtain consumer reports shall require, as applicable, evidence of specific consumer consent obtained from Vermont consumers as required by the VFCRA and Applicable Vermont Rules.

ATTACHMENT 2 TO EQUIFAX SERVICES EXHIBIT

EQUIFAX INFORMATION SERVICES

This Exhibit contains an Equifax Information Services selection list, overviews of the Equifax Information Services that may be provided under this Agreement, additional terms and conditions that apply to those Equifax Information Services and other special terms and conditions that may affect the provision of Equifax Information Services to Subscriber. Subscriber's authorized representative **must place their initials** in the appropriate blanks below to indicate which Equifax Information Services will be provided by Equifax on the Effective Date. Additional services may be requested with written notice to Equifax. Subscriber agrees to abide by the additional terms and conditions and special terms and conditions that apply to those Equifax Information Services.

1. Descriptions of Equifax Information Services:

☐ a. **Standard Information Services**

☐ ACROFILE and ACROFILE Plus™ – the core consumer reports from the Equifax consumer credit database, consisting of identification information, credit file inquiries, public record information and credit account trade lines of the subject of the report. Subscriber may access these credit reports on an individual basis or through Joint File AccessSM, which provides simultaneous access to the credit files of both husband and wife with a single inquiry.

☐ Identity Scan -is an on-line warning system containing information that can be used to detect possible or known identity theft and application fraud. Some of the information in the IDENTITY SCAN database is provided by credit grantors. If Subscriber orders the IDENTITY SCAN service, then Subscriber agrees to furnish for potential inclusion in Equifax's IDENTITY SCAN system any data that Subscriber knows to have been used in connection with a fraudulent transaction or attempted fraudulent transaction with Subscriber. That data will include but not be limited to consumer names, aliases, Social Security numbers, addresses (current and former), employment (current and former) and telephone numbers (business and residential). Subscriber grants Equifax permission to evaluate and include such data in Identity Scan and other identity/ fraud products if deemed appropriate by Equifax, and permits Equifax to use such information to test effectiveness of fraud and identity products. Subscriber will not use an alert or warning message from the IDENTITY SCAN system in its decision-making process for denying credit, but will use the message as an indication that the consumer's application information should be independently verified prior to a credit decision. Subscriber understands that the information supplied by IDENTITY SCAN may or may not apply to the consumer who has applied to Subscriber for credit. Subscriber also understands and agrees that data from the IDENTITY SCAN system is proprietary to Equifax and shall not be used as a component of any database or file built or maintained by Subscriber. The use of such data shall be limited to the specific transaction for which the IDENTITY SCAN alert message is provided.

☐ On Line Directory – is an ancillary service to ACROFILE and ACROFILE Plus that automatically provides creditors' and inquirers' names and current phone numbers on the consumer report.

b. **Credit Score Information Services**

☐ FICO® Risk Score, Classic – a credit scoring service based on a model developed by Fair Isaac Corporation ("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.

☐ VantageScore 4.0 - is a tri-bureau credit risk model developed using one algorithm across sample data common to all three credit bureaus.

c. **Debt Resolution Services** – Provision of this service is subject to Subscriber signing Attachment 4, "Written Instructions of Consumer Addendum".

2. Terms and Conditions for Credit Score Information Services other than FICO® Risk Score, Classic:

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

b. ECOA Statements. Subject to the terms below, Equifax reasonably believes that, (1) the scoring algorithms used in the computation of the Scores 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 Credit Score Information Services were designed particularly (as stated in this Attachment 2 for each particular Credit Score Information Service), and each is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system" as defined in Regulation B; and (2) the scoring algorithms comprising the Credit Score Information Services, except as permitted, do not use a "prohibited basis," as such phrase is defined in Regulation B. This section and Equifax's statements herein are contingent on Subscriber's use of the Score for the purpose for which it was designed, in compliance with this Agreement. Subscriber must validate the Credit Score Information Services on its own records. Subscriber will be responsible for meeting its requirements under the ECOA and Regulation B and will not use any Score in any manner that violates any fair lending laws.

c. Release. Equifax does not guarantee the predictive value of the Scores 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 Subscriber for any damages, losses, costs or expenses incurred by Subscriber resulting from any failure of a Score to accurately predict the credit worthiness of Subscriber's applicants or customers. In the event the Credit Score Information Services were not correctly applied by Equifax to any credit file, Equifax's sole responsibility will be to reprocess the credit file through the Credit Score Information Services at no additional charge.

3. Additional Terms and Conditions Applicable to Fair Isaac Scores. In addition to the terms and conditions contained in the Agreement, the following additional terms also govern the use by Subscriber of credit risk Scores or insurance risk Scores of Fair Isaac Corporation ("**FICO Scores**"):

a. From time to time, Subscriber may request that Equifax provide FICO Scores, for, in each case, one of the following internal decisioning purposes requested: (a) in connection with the review of a consumer report it is obtaining from Equifax; (b) for the review of the portion of its own open accounts and/or closed accounts with balances owing that it designates; (c) 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; (d) for use as a selection criteria to deliver a list of names to Subscriber, or Subscriber's designated third party processor agent; (e) for transactions not initiated by the consumer for the extension of a firm offer of credit or insurance; or (f) with respect to the insurance risk scores only for use in connection with the underwriting of insurance involving the consumer. Subscriber shall use each such FICO Score only once and, with respect to FICO Scores, only in accordance with the permissible purpose under the FCRA for which Subscriber obtained the FICO Score.

b. Subscriber acknowledges that the FICO Scores are proprietary and that Fair Isaac retains all its intellectual property rights in the FICO Scores and the Models (defined below) used by Equifax to generate the FICO Scores. Fair Isaac grants to Subscriber, effective during the term of the Subscriber agreement, a personal, non-exclusive, non-transferable, limited license to use, internally, the FICO Scores solely for the particular purpose set forth in Section 1 above for which the FICO Scores were obtained, including, but not limited to the single use restrictions set forth above. Subscriber's use of the FICO Scores must comply at all times with applicable federal, state and local law and regulations, and Subscriber hereby certifies that it will use each FICO Score only for a permissible purpose under the FCRA. Subscriber shall not attempt to discover or reverse engineer the FICO Scores, Models or other proprietary information of Fair Isaac, or use the FICO Scores in any manner not permitted, including, without limitation, for resale to third parties, model development, model validation (except as expressly set forth above with respect to Archive Scores), model benchmarking, or model calibration. "**Model**" means Fair Isaac's proprietary scoring algorithm(s) embodied in its proprietary scoring software delivered to and operated by Equifax.

c. Subscriber shall not disclose the FICO Scores nor the results of any validations or other reports derived from the FICO Scores to any third party (other than to a consumer as expressly permitted in the Agreement and this Section 3) unless: (a) such disclosure is clearly required by law; (b) Fair Isaac and Equifax provide written consent in advance of such disclosure; and/or (c) such disclosure is to Subscriber's designated third party processor agent; provided however that in either (i.e., (b) or (c) above) event, Subscriber may make such disclosure (or in the event of (c), direct Equifax to deliver such lists, only after Subscriber has entered into an agreement with the third party that (i) limits use of the FICO Scores to only the use permitted to Subscriber hereunder, (ii) obligates the third party provider to otherwise comply with these terms, and (iii) names Fair Isaac as an intended third party beneficiary of such agreement with respect to the Models, FICO Scores, and other Fair Isaac intellectual property and with fully enforceable rights. Subscriber shall not disclose a FICO Score to the consumer to which it pertains unless such disclosure is (i) approved in writing by Fair Isaac or (ii) required by law or is in connection with an adverse action (as defined by the FCRA) and then only when accompanied by the corresponding reason codes.

D. Fair Isaac represents and warrants that the scoring algorithm (s) used in the Models to produce FICO Scores are empirically derived and demonstrably and statistically sound; provided, that, this warranty is conditioned on (i) an Subscriber's use of each FICO Score for the purposes for which the respective Model was designed, as applied to the United States population used to develop the scoring algorithm, (ii) the Subscriber's compliance with all applicable laws and regulations pertaining to the use of the FICO Scores, including the Subscriber's duty (if any) to validate or revalidate the use of credit scoring systems under the ECOA and Regulation B, and (iii) the Subscriber's use of the FICO Scores otherwise remaining in compliance with the terms of the Agreement with respect to FICO Scores. FAIR ISAAC AND EQUIFAX HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT limitation, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE.

e. IN NO EVENT SHALL EQUIFAX OR FAIR ISAAC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY ANY PARTY AND ARISING OUT OF THE PERFORMANCE HEREUNDER, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. IN NO EVENT SHALL EQUIFAX'S AND FAIR ISAAC'S COMBINED AGGREGATE TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID HEREUNDER DURING THE PRECEDING TWELVE (12) MONTHS FOR THE FICO SCORES THAT ARE THE SUBJECT OF THE CLAIM(S) OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.

f. Equifax and Subscriber acknowledge and agree that Fair Isaac is a third party beneficiary hereunder with respect to the Models, FICO Scores, and other Fair Isaac intellectual property and with fully enforceable rights. Subscriber further acknowledges and agrees that Fair Isaac's rights with respect to the Models, FICO Scores, other Fair Isaac intellectual property, and all works derived therefrom are unconditional rights that shall survive the termination for any reason.

4. Terms and Conditions for VantageScores ("VantageScore"). Subscriber will request VantageScores only for Subscriber's exclusive use as described in this Agreement. Subscriber may store VantageScores solely for Subscriber's own

use in furtherance of Subscriber's original purpose for obtaining the VantageScores. Subscriber shall not use the VantageScores for model development or model calibration. Subscriber 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, agents, and independent contractors of Subscriber with a need to know and in the course of their employment; (ii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the VantageScore (provided that, accompanying reason codes are not required to the extent permitted by law); (iii) to government regulatory agencies; (iv) to ratings agencies, dealers, investors and other third parties for the purpose of evaluating assets or investments (e.g. securities) containing or based on obligations of the consumers to which the VantageScores apply (e.g. mortgages, student loans, auto loans, credit cards), provided that, as it relates to this subsection (iv), (a) Subscriber shall not provide any information that would enable a recipient to identify the individuals to whom the VantageScores apply, and (b) Subscriber shall enter into an agreement with each recipient that limits the use of the Score to evaluation of such assets or investments, or (v) as permitted with the express, written authorization from VantageScore Solutions, LLC, or as otherwise required by law. Subscriber agrees that the trademarks, trade names, product names, brands, logos, and service marks ("**Vantage Marks**") for VantageScore credit scores and credit scoring models will remain the sole property of VantageScore Solutions, LLC. Subscriber obtains a limited, non-exclusive, non-transferable, royalty free license to use and display the Vantage Marks in connection with the activities solely permitted by this Agreement. The use of the Vantage Marks under the preceding license is limited to use only in connection with the Services covered by this Agreement, and Subscriber expressly agrees not to use the Vantage Marks in connection with any products or services not covered by this Agreement. Any use of the Vantage Marks is subject to VantageScore Solutions, LLC's prior written authorization. Subscriber further agrees it will include the Vantage Marks in all advertising and marketing materials which reference the VantageScores or Vantage models and it will comply with the VantageScore Trademark Policy and Brand Guidelines, which may be changed from time to time upon written notice. All use of the Vantage Marks will accrue solely to the benefit of VantageScore Solutions, LLC.

ATTACHMENT 3

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

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) 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 CFPB'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 identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are 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. Federal regulations have been issued that cover disposal.

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 CFPB.

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

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

A. Employment Other Than in the Trucking Industry

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

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.

- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

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

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

B. Employment in the Trucking Industry

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

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

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

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

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

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

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

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

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

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.

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

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

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

Section 602	15 U.S.C. 1681	Section 620	15 U.S.C. 1681r
Section 603	15 U.S.C. 1681a	Section 621	15 U.S.C. 1681s
Section 604	15 U.S.C. 1681b	Section 622	15 U.S.C. 1681s-1
Section 605	15 U.S.C. 1681c	Section 623	15 U.S.C. 1681s-2
Section 605A	15 U.S.C. 1681cA	Section 624	15 U.S.C. 1681t
Section 605B	15 U.S.C. 1681cB	Section 625	15 U.S.C. 1681u
Section 606	15 U.S.C. 1681d	Section 626	15 U.S.C. 1681v
Section 607	15 U.S.C. 1681e	Section 627	15 U.S.C. 1681w
Section 608	15 U.S.C. 1681f	Section 628	15 U.S.C. 1681x
Section 609	15 U.S.C. 1681g	Section 629	15 U.S.C. 1681y
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		

Attachment 4
Written Instructions of Consumer Addendum – Debt Resolution

This Written Instructions of Consumer Addendum (“**Addendum**”) by and between Equifax Information Services LLC (“**Equifax**”) and the undersigned (“**Subscriber**”), dated as of the date signed below (“**Effective Date**”) is issued pursuant to, and governed by the Equifax Services Exhibit (“**Agreement**”). Any terms and conditions in this Addendum that modify or change the terms and conditions of the Agreement shall apply to this Addendum only. If there is a conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall prevail. All capitalized terms used but not defined in this Addendum shall have the meanings given them in the Agreement.

1. **Permitted Use Based on Express Written Instructions of the Consumer** Subject to the terms of this Addendum and the Agreement, Equifax will provide to Subscriber, certain Services consisting of consumer reports as defined under the FCRA (the “**Equifax Credit Information**”) consisting of those services purchased for a debt resolution/consumer consultation use case, solely for use in accordance with the written instructions of the consumer who is the subject of that Equifax Credit Information (“**Consumer Subject**”) and the permitted use specified below in connection with the “**Program**” described below. Subscriber shall deliver or provide the Program solely to the Consumer Subject.

Consumer Debt Resolution “Program”. Subject to the terms and conditions of this Addendum and the Agreement, Subscriber may use the Equifax Information, provided that Subscriber has obtained specific written instructions from the Consumer to obtain the Equifax Credit Information for these express purposes in connection with the Program (“**Permitted Uses**”): (i) analyzing the Equifax Credit Information for the purpose of providing and executing a debt settlement strategy for the Consumer Subject; and (iii) verbally conveying to the Consumer Subject (provided that such consumer has been properly authenticated in accordance with this Addendum) credit score information (as authorized herein), tradeline information regarding the Consumer Subject’s account and creditor information to enable the Consumer Subject to identify accounts and participate in the debt resolution strategy. The Program shall not consist of prequalified or prescreened firm offers of credit or insurance nor any offers of credit, insurance, or other marketing offers.

2. **Subscriber Representations and FCRA Certifications**. Subscriber acknowledges that the Equifax Credit Information consists of one or more consumer reports as defined by the FCRA. Subscriber certifies that it will request and use the Equifax Credit Information only (a) in accordance with all applicable laws, including the FCRA and all state law FCRA counterparts, (b) in accordance with the “written instructions” of the Consumer Subject, as specified in the FCRA, and (c) in full compliance with all the restrictions and conditions contained herein. Subscriber will use the Equifax Credit Information solely for a single use in connection with the Program. Subscriber will not use or reuse the Equifax Credit Information in any manner, including, without limitation, marketing, firm offers of credit or insurance, credit or insurance underwriting, prequalification for credit or insurance programs, or other use that results, in whole or in part, in the issuance of credit or a binding insurance policy or other coverage, regardless of whether Subscriber has obtained consumer consent for such use.

3. **Additional Limitations**.

a. **Prohibition on Targeting or Tailoring, Prescreening, or Triggers Based Existing Creditors**. For avoidance of doubt, Subscriber is expressly prohibited from using the Equifax Credit Information to specifically target Consumers of any particular creditors or insurers or tailor any offers to Consumers based on the presence of any particular creditor(s) or insurers in the Equifax Credit Information. For avoidance of doubt, Subscriber is expressly prohibited from using the Equifax Credit Information to specifically target Consumers of any particular creditors or insurers or tailor any offers to Consumers based on the presence of any particular creditor(s) or insurers in the Equifax Credit Information.

b. **Credit Repair Organizations Act**. Subscriber will not take any actions that would subject Subscriber or Equifax to the Credit Repair Organizations Act.

c. **Effect of Violation, Indemnification**. A violation of this Section is a material breach of the Agreement and Equifax may immediately terminate this Addendum and/or the Agreement, or suspend the provision of Equifax Credit Information based on a reasonable belief that Subscriber has violated this Section. In addition to, and subject to the same provisions as, Subscriber’s indemnification obligations in the Agreement, Subscriber shall indemnify, defend and hold Equifax and its directors, officers, employees, agents and contractually affiliated consumer reporting agencies, harmless from and against any and all Liabilities arising out of or related to any Third Party Claims arising from or relating to Subscriber’s violation of this Section.

4. **Consumer Authorization, Disclosures, Privacy Policy**. Prior to requesting any Equifax Credit Information, Subscriber shall first obtain, capture, and archive the properly authenticated Consumer’s express authorization (i.e., written instructions) to obtain the Equifax Credit Information from Equifax for purpose of the Permitted Uses. Subscriber shall provide appropriate disclosures to Consumers on the scope of authorization. In no event will Subscriber seek Consumers’ consent to obtain or use the Equifax Credit Information for any purpose not expressly permitted or prohibited herein. Subscriber shall adopt, publish, maintain and adhere to a privacy policy that clearly discloses to Consumers that information may be shared with third party service providers and, upon request from Equifax, provide Equifax with a copy of Subscriber’s privacy policy.

5. **Consumer Authentication**. Subscriber must use commercially reasonable methods for identifying fraudulent Program requests consistent with industry standards for consumer authentication and fraud detection and prevention before requesting Equifax Credit Information, and shall reject any requests for the Program that do not pass such authentication and fraud detection measures. For clarity, prior to sharing any content from the Equifax Credit Information with the

Consumer Subject, verbally as required for the nature of the Program, Subscriber will verify that the Consumer is the subject of the Equifax Credit Information through the use of Equifax's Digital Identity Trust Services and Secure Multi-Factor Authentication Services, provided under separate schedule, or comparable authentication solution approved in writing by Equifax. In no event will Subscriber use only a name in combination with a Social Security Number to authenticate a Consumer.

6. **Program Review.** Prior to Subscriber's launch of the Program features utilizing the Equifax Credit Information, Subscriber shall submit to Equifax for review and, at Equifax's option, approval of Subscriber's terms and conditions of use applicable to the Program and the written instructions of the Consumer Subject ("**Program Terms**"). Subscriber will not modify such terms and conditions in a manner that alters Subscriber's compliance with its obligations under applicable law, including without limitation, consumer financial protection law. Equifax's review does not constitute Equifax's agreement that Subscriber's Program, Program Terms comply with applicable law, nor does it relieve Subscriber of its obligation to perform its own independent review to ensure that its Program, Program Terms fully comply with any applicable contractual, legal or regulatory requirements.
7. **Effect of the Addendum.** This Addendum together with the Agreement, shall be the complete and exclusive statement of the agreement between the parties as to the subject matter of the Addendum, and shall be binding upon each of the parties hereto, their respective successors and to the extent permitted their assigns. With respect to the subject matter of this Addendum, in the event of a conflict between the terms and conditions hereof, and the terms and conditions of the Agreement, the terms and conditions set forth in the Addendum shall govern only as to those Services provided for use under this Addendum.

The person(s) signing below represents and warrants that they have the necessary authority to bind the principal set forth below.

SUBSCRIBER:

Address:

Signature:

Printed Name:

Title:

Date: